

RM6288 Workforce Solutions Framework

ANNEX 1 TO THE FRAMEWORK AWARD FORM

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The Core Terms do not get amended directly, this annex to the Framework Award Form contains the framework amendments to the Core Terms.

Introduction

1. The Parties agree that the Special Terms set out in this Annex 1 of the Framework Award Form shall apply from the Framework Start Date.
2. Unless otherwise expressly stated below in this Annex 1 of the Framework Award Form, words and expressions in this Annex 1 of the Framework Award Form shall have the meanings given to them in the Framework Contract.

Special Terms – Amendments to the Core Terms

1. The following Core Terms are hereby amended as follows:

1.1. A new Clause 2.6 shall be inserted as follows:

2.6 The Supplier shall ensure that any Call-Off Contract entered into under this Framework Contract shall expire:

- (a) no later than the date specified in the Call-Off Contract; or
- (b) 18 months after the expiry of the maximum term of this Framework Contract; or
- (c) where the Framework Contract has been terminated earlier in accordance with the Framework Contract, 18 months after the Framework Contract has been deemed to terminate, whichever is the earlier.

1.2. The original clauses 2.6 to 2.10 are now to be read as Clauses 2.7 to 2.11.

1.3. A new Clause 2.12 shall be inserted as follows:

All Subcontracts must contain terms that require the Subcontractor to deliver services in such a way that the Supplier can comply with the terms of, and deliver the Services under, this Framework Contract and Call-Off Contracts. Except where explicitly stated otherwise in this Contract, the liability of the Supplier remains the same whether the liability has been caused by direct action of the Supplier or the action of a Subcontractor.

1.4. Clause 3.1.1(a) shall be amended as follows:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, Call-Off Schedule 20 (Call-Off Specification);

1.5. Clause 3.3.1 shall be removed in its entirety.

1.6. Clause 3.3 shall be amended to include the following new sub-clauses:

3.3.7 Between the Framework Start Date and Framework Service Commencement Date, the Supplier shall comply with the provisions of Framework Schedule 10 (Implementation, Transition, and Testing) with relation to implementation, transition and testing.

3.3.8 The Supplier shall provide the Services, except those set out in Framework Schedule 10 (Implementation, Transition and Testing) as being provided at a later date, from the Framework Service Commencement Date.

3.3.9 The Supplier shall provide the Services to a Buyer under a Call-Off Contract from the Call-Off Contract Commencement Date and the Supplier accepts that the Buyer has the right to request Services at any

time during the term of the Call-Off Contract, including but not limited to an order for a Statement of Works in accordance with section 7 of Framework Schedule 1 (Specification).

- 3.3.10 The Parties shall comply with the provisions in Framework Schedule 1 (Specification) that relate to the provision of the VMS and other technology platforms.
- 3.3.11 The Supplier shall ensure that the technology systems used in the delivery of the Services have, as a minimum, the functionality detailed at paragraph 13 of the Specification in Framework Schedule 1 (Specification) and that this minimum functionality is not reduced under any Call-Off Contract. Where a Buyer requests a reduction in minimum functionality the Supplier must inform CCS immediately.
- 3.3.12 The Supplier shall ensure that where any new requirements or changes to systems functionality are identified, the Supplier, or their Subcontractor, as appropriate, will provide appropriate resources to manage the process across the software development lifecycle, capturing requirements, development, testing and deployment.
- 3.3.13 The Supplier shall ensure that all technology systems used in the delivery of the Services can meet the anticipated levels of business in line with the requirements of the Buyers.
- 3.3.14 The Supplier shall grant to CCS or a Buyer, or procure the grant to CCS or a Buyer, of a direct licence to use and access the VMS and any other technology platforms required for the accessing of the Services:
- (a) Buyers are granted licences in accordance with Call-Off Schedule 6 (ICT Services).
 - (b) Licences granted to CCS will be unlimited as to the number of users and sufficient to allow CCS to access the VMS and other technology platforms so as to be able to manage the Framework Contract, in accordance with Framework Schedule 1 (Specification) and Framework Schedule 4 (Management).

1.7. Clause 4.5(a) shall be amended as follows:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer as set out in Call-Off Schedule 5 (Pricing Details) or otherwise;

1.8. Clause 5.1(c) shall be amended as follows:

- (a) the Supplier is entitled to reasonable additional time needed to make the Delivery; and

1.9. Clause 5.2 shall be amended as follows:

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware of the Supplier Non-Performance and the Authority Cause;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) ~~mitigated~~ has used all reasonable endeavours to mitigate the impact of the Authority Cause.

1.10. Clause 6.4 shall be amended as follows:

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; ~~and~~
- (b) provide the Relevant Authority or any Auditor with all or any Open Book Data as requested and any further information necessary to verify the Open Book Data; and
- (c) provide any other information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

1.11. Clause 6.6 shall be amended as follows:

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; ~~and~~
- (c) provide a deadline for completing the corrective action; and
- (d) comply with any requirements from the Relevant Authority set out in clause 10.3.

1.12. Clause 7.2 shall be amended as follows:

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to deliver work under a contract or an assignment, or becomes aware of any matter that indicates that they may be unsuitable to work on a contract or assignment or ceases to have the appropriate skills, approvals or right to

work in the United Kingdom, the Buyer shall notify the Supplier in writing and the Supplier shall end the involvement of the relevant Supplier Staff in the contract or the assignment by the end of the day after which the Buyer notified the Supplier of the unsatisfactory Supplier Staff and the Charges shall only be payable up to and including the date of such termination. The Supplier must replace them unsatisfactory Supplier Staff under this clause with a suitably qualified alternative within 3 days of their removal from the contract or assignment.

1.13. Clause 7 shall be amended to include the following new sub-clauses:

7.6 The Supplier will develop a range of simple Worker terms and conditions to be used by both the Supplier and Subcontractors in line with Good Industry Practice and in consultation with appropriate Industry Bodies (including, but not limited to, the Association of Independent Professionals and the Self-Employed (IPSE), the Association of Professional Staffing Companies (APSCO) and the Recruitment and Employment Confederation (REC)), the Authority, and other relevant Government bodies (including, but not limited to Civil Service Workforce Policy and Reward Team, Civil Service Workforce Strategy & Inclusion and Civil Service Employee Policy (as may be updated by HM Government from time to time)).

7.7 The Worker terms and conditions developed in consultation with relevant third parties under Clause 7.6 may vary (e.g. according to whether the Worker is engaged through a Personal Services Company (PSC), Umbrella Company, PAYE, Fixed Term Appointment (FTA) or any other mechanism), but shall, as a minimum include provisions to deal with:

- a) Insurances;
- b) Liabilities;
- c) Tax liability;
- d) Right of substitution;
- e) Legislative requirements and Procurement Policy Notices (PPNs);
- f) IP;
- g) Confidentiality;
- h) Conflicts of interest;
- i) Official Secrets Act;
- j) Security;
- k) IT Security;
- l) FOI compliance;
- m) Corruption / fraud;
- n) Discrimination, bullying and harassment; and
- o) Transfer fees (including temp to temp, temp to perm and temp to third party as referred to in paragraph 4.13 of Framework Schedule 1 (Specification)).

7.8 The Worker terms and conditions shall not include restrictive covenants.

- 7.9 The Worker terms and conditions will be approved through the Governance Board prior to the engagement by the Supplier or any Subcontractor of any Worker to deliver the Worker Services or any part of the Worker Services.
- 1.14. Clause 8.3 shall be amended as follows:
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff (excluding any not under the direction, supervision or control of the Supplier or Subcontractor) that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance
- 1.15. Clause 9 shall be replaced in its entirety with the following:
- 9.1 Each Party shall retain ownership of its own Existing IPRs. The Supplier hereby grants to the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier; and
 - (c) use and exploit the New IPR to the extent that such New IPR relies on the Supplier's Existing IPR.
- 9.2 Unless otherwise agreed in a Statement of Work, any New IPR that is arising or to arise under that Statement of Work shall be owned by the Buyer ("Assigned Rights"). In consideration of the Charges, (unless otherwise agreed in a Statement of Work) the Supplier hereby assigns (or shall procure the assignment from the SOW Delivery Provider) to the Buyer absolutely with full title guarantee:
- a) all its right, title and interest in and to the Assigned Rights, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of the Contract; and
 - b) by way of present assignment of future copyright, design right and/or database right (as appropriate), all such future copyright, design right and/or database right in the United Kingdom and throughout the world forming part of the New IPR and/or Assigned Rights including

any extensions or renewals of such copyright, design right and database right and including the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 and all rights of a similar nature conferred in respect of such New IPR and/or Assigned Rights by the laws in force in all other parts of the world.

9.3 The Supplier warrants that:

- a) it or the SOW Delivery Provider (in the context of the Assigned Rights) is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights and Incidental IPR;
- b) the Supplier and the SOW Delivery Provider (in the context of the Assigned Rights) are unaware of any infringement or likely infringement of any of the Assigned Rights or Incidental IPR and as far as the Supplier and SOW Delivery Provider (in the context of the Assigned Rights) are aware, the exploitation of the Assigned Rights or Incidental IPR will not infringe the rights of any third party;
- c) the Assigned Rights are the SOW Delivery Provider's original work and have not been copied wholly or substantially from any other source;
- d) the Incidental IPR is the Supplier's original work and has not been copied wholly or substantially from any other source;
- e) it shall procure from the SOW Delivery Provider that the Assigned Rights are free from any security interest, option, mortgage charge or lien;
- f) the Incidental IPR is free from any security interest, option, mortgage, charge or lien;
- g) to the knowledge of the Supplier and the SOW Delivery Provider (in the context of the Assigned Rights), all the Assigned Rights and Incidental IPR are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings or threatened, in relation to the ownership, validity, or use of any of the Assigned Rights and Incidental IPR; and
- h) neither the Supplier nor the SOW Delivery Provider (in the context of the Assigned Rights) has licensed or assigned any of the Assigned Rights or Incidental IPR to any other third party.

9.4 The Supplier shall use reasonable endeavours to procure, and to provide to the Buyer upon request, written absolute waivers in relation to all authors moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to any New IPR and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world. This obligation shall be satisfied in the event such a waiver is included in any contract between the Supplier and the relevant worker,

provided the Supplier provides support to the Buyer in the event such worker later seeks to enforce their moral rights against the Buyer.

9.5 The Buyer hereby grants to the Supplier a non-exclusive, royalty free, sub-licensable licence to use any Existing IPRs and Assigned Rights solely for the extent required by the Supplier for the sole purpose of fulfilling its obligations during the Contract Period and providing the Deliverables.

9.6 Any Incidental IPR that is arising or to arise under a Contract shall be owned by CCS.

9.7 The Supplier hereby assigns to CCS absolutely with full title guarantee:

- a) all its right, title and interest in and to the Incidental IPR, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Incidental IPR whether occurring before, on, or after the date of the Contract; and
- b) by way of present assignment of future copyright, design right and/or database right (as appropriate), all such future copyright, design right and/or database right in the United Kingdom and throughout the world forming part of the Incidental IPR including any extensions or renewals of such copyright, design right and database right and including the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 and all rights of a similar nature conferred in respect of such Incidental IPR by the laws in force in all other parts of the world.

9.8 CCS hereby grants to the Supplier a non-exclusive, royalty free, sub-licensable licence to use the Incidental IPR solely for the extent required by the Supplier for the sole purpose of fulfilling its obligations during the Contract Period and providing the Deliverables and/or Services to the Buyer.

9.9 In the event that a Party acquires ownership of any New IPR or Assigned Rights either incorrectly under the terms of the Contract or by operation of law, the Party incorrectly owning such New IPR or Assigned Rights must do everything necessary to complete a written transfer of such IPRs to the Party entitled to ownership under this Contract upon such Party's request and at its own cost.

9.10 At its own expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be

required for the purpose of giving full effect to the assignment at clause 9.2 and clause 9.7, including:

- a) assisting the Buyer in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Assigned Rights; and
- b) assisting CCS in obtaining, defending and enforcing the Incidental IPR, and assisting with any other proceedings which may be brought by or against CCS against or by any third party relating to the Incidental IPR.

9.11 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in a Statement of Work or otherwise mutually agreed in writing prior to such use.

9.12 If there is an IPR Claim, the Supplier shall hereby indemnify CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of such IPR Claim.

9.13 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- a) obtain for CCS and the Buyer the equivalent rights as set out in Clause 9.1, Clause 9.2, Clause 9.5, Clause 9.6 and Clause 9.7 without infringing any Third Party IPR; or
- b) replace or modify the relevant Deliverable subject to the IPR Claim with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.14 If any third party makes an IPR Claim, or notifies an intention to make an IPR Claim which may reasonably be considered likely to give rise to a liability under clause 9.11, the Supplier shall:

- a) as soon as reasonably practicable, give written notice of the IPR Claim specifying the nature of the IPR Claim in reasonable detail. Such notice shall be provided to CCS where such IPR Claim arises out of or is in connection with the Incidental IPR or to the Buyer and CCS where such IPR Claim arises out of or is in connection with the New IPR;
- b) not make any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of the Buyer (where such IPR Claim relates to the New IPR) or CCS (where such IPR Claim relates to the Incidental IPR);
- c) give the Buyer and/or CCS and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers,

and to any relevant assets, accounts, documents and records within the power or control of the Supplier, so as to enable the Buyer and/or CCS and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the IPR Claim; and

- d) take such action as the Buyer may reasonably request to avoid, dispute, compromise or defend the IPR Claim insofar as it relates to an IPR Claim arising out of or in connection with the New IPR or such action as CCS may reasonably request to avoid, dispute, compromise or defend the IPR Claim insofar as it relates to an IPR Claim arising out of or in connection with the Incidental IPR.

9.15 At CCS' request, the Buyer shall grant to CCS a non-exclusive, sub-licensable licence to use the Assigned Rights for internal purposes only.

9.16 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

9.17 Save where otherwise agreed in a Statement of Work, the Supplier shall, at its sole cost and expense during the Contract Period of the Contract keep an up to date IPR Log and the Supplier shall provide to CCS or the Buyer upon request, a copy of such IPR Log for either the Buyer's or CCS' review in line with the time frames for reporting set out in the Statement of Work.

9.18 The Supplier shall ensure that the Framework Contract is branded as agreed with the Governance Board, and complies at all times with any branding standards and government branding standards communicated by CCS to the Supplier. Any materials generated by the Supplier under this clause 9.18 ("Branding Materials") shall form part of the Incidental IPR and shall be owned by CCS.

9.19 The Supplier shall work with CCS and/or Buyers to agree ongoing publicity and general promotional materials and initiatives throughout the term of the Framework Contract in order to promote the Services and any future services to CCS and Buyers ("Promotional Materials"). Any such Promotional Materials shall form part of the Incidental IPR and shall be owned by CCS.

9.20 The Supplier warrants that its Sub-Contracts and Key Sub-Contracts contain terms that permit the assignment of the Assigned Rights,

Incidental IPR and New IPR to CCS and/or the Buyer in line with the terms of this clause 9.

1.16. Clause 10.1.2 shall be amended as follows:

10.1.2 ~~The Relevant Authority~~ Subject to clause 2.6 the Buyer can extend ~~the their Call Off Contract~~ for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

1.17. Clause 10.4.1 shall be amended as follows:

10.4 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract which includes but is not limited to continuous or regular failures or long term deficiencies in the functionality of the VMS which prevents or hinders access to the VMS by either or both CCS and Buyers;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials Scheme) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; ~~or~~
- (j) the Supplier is found to have committed or been part of a tax avoidance scheme; or
- (k) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

1.18. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1.19. Clause 10.7.2 shall be amended as follows:

10.7.2 Where CCS has the right to terminate a Framework Contract including in accordance with clause 10.2.1 it is entitled to terminate all or part of it.

1.20. Clause 10.7.3 shall be amended as follows:

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract, including in accordance with Clause 10.2.2, it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

1.21. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

1.22. Clause 10.7.5 shall become Clause 10.7.6 and shall be amended as follows:

10.7.6 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or

- (b) increase the Charges. Or
- (c) ~~Except where the right to partial termination is under Clause 10.2.~~

1.23. Clause 10.8 shall be amended as follows:

At the ~~Buyer's~~ CCS's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by ~~the Relevant Authority~~ CCS in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in ~~the Relevant Authority~~ CCS or a Buyer to the extent that it impacts on other Buyers or CCS as well, including but not exclusively a breach of clause 31 of this Contract.
- (d) A Subcontractor or its Affiliates is found to have committed or have been part of a tax avoidance scheme.

1.24. [REDACTED]

[REDACTED]

1.25. [REDACTED]

[REDACTED]

- [REDACTED]
- 1.26. Clause 11.5 shall be amended as follows:
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 9.12, 31.3, Framework Schedule 13 (Staff Transfer), or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 1.27. Clause 11.9 shall be removed in its entirety
- 1.28. Clause 12 shall be amended to include the following new sub-clauses:
- 12.2 The Supplier will, and will ensure that all Subcontractors will, comply with all Law and government guidance as may be issued from time to time, applicable to providing the Services, including but not limited to the Employment Agencies Act 1973; the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319); the Agency Worker Regulations 2010; and the Pensions Act 2008.
- 12.3 The Supplier will notify the Buyer of any Worker engaged via a PSC.
- 12.4 The Buyer is solely responsible for determining if any assignment for a Worker engaged under a PSC falls Inside IR35 or Outside IR35 pursuant to the Off-Payroll IR35 Legislation and shall be responsible for promptly providing the Supplier with an up-to-date Status Determination Statement for any Worker engaged via a PSC (irrespective of whether the Buyer determines that they are Inside or Outside IR35). The Supplier will provide such information as the Buyer may reasonably require in a timely manner to enable the Buyer to comply with its obligations under the Off-Payroll IR35 Legislation.
- 12.5 The Buyer will notify the Supplier immediately if it has reason to believe that the assignment falls Inside IR35 and/or the nature of the Services or the assignment and/or its IR35 status has changed or will change.
- 12.6 If the Supplier is notified by either a Subcontractor or a PSC that the Status Determination Statement provided by the Buyer is inaccurate, the Supplier shall notify the Buyer immediately.
- 12.7 The Buyer shall be liable for all Losses incurred, suffered or paid by the Supplier (including reasonable legal expenses) arising out of or in connection with any of the following:
- (a) any incorrect Status Determination Statement by the Buyer; and/or
- (b) any treatment by the Buyer of a Worker who has been categorised under this Contract following a Status Determination Statement as

Outside IR35, which treatment causes or contributes to HMRC treating the Worker as being Inside IR35.

12.8 The Supplier shall be liable for all Losses incurred, suffered or paid by the Buyer (including reasonable legal expenses) arising out of or in connection with:

- (a) the failure by the Supplier to deduct any tax, national insurance or other statutory deductions, or make any required employer contributions for national insurance or the apprentice levy, where the Supplier had been given an Inside IR35 Status Determination Statement by the Buyer which confirmed that such sums should have been deducted/paid.
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by a Worker against a Buyer arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Buyer.
- (c) the Buyer's non-provision of a Status Determination Statement to a Worker where both:
 - i. the Buyer had expressly informed Supplier in writing that it did not want the Supplier to supply any Personal Services Company to it; and
 - ii. subsequent to such notification, the Supplier supplied a Personal Services Company to the Buyer without their knowledge.

12.9 The liability of the Parties under a Call-Off Contract with respect to the Off-Payroll IR35 Legislation shall be as set out at Clause 11.2.

12.10 It is agreed that the indemnity provided by the Supplier in clause 31.3(b) of the Core Terms shall not apply where a Personal Services Company is supplied by the Supplier to the Buyer and one of the following scenarios apply:

- (a) the Buyer does not make a Status Determination Statement;
- (b) the Buyer does not provide the Worker and the Supplier with a Status Determination Statement;
- (c) the Buyer does not take reasonable care in making a Status Determination Statement; or
- (d) the Buyer is liable for Losses in accordance with Clause 12.7.

1.29. Clause 12.2 shall be amended to become Clause 12.10

1.30. Clause 12.3 shall be amended to become Clause 12.11

1.31. Clauses 15.1 and 15.2 shall be amended as follows:

15.1 Each Party and Subcontractor must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party or Subcontractor may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

1.32. Clause 16.1 shall be amended as follows:

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information and must pass the request onto the Relevant

Authority. The Supplier must not respond to the Request for Information unless instructed to by the Relevant Authority.

1.33. Clause 31 shall be amended as follows:

31.1 The Supplier must not, and must ensure that its Subcontractors do not, breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance of the Supplier or a Subcontractor occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier or the Subcontractor is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff, or Subcontractor and Subcontractor Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff or Subcontractor Staff are Workers who receive payment relating to the Deliverables, then the Supplier and the Subcontractor must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's Contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's Contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.