



Crown
Commercial
Service

G-CLOUD 8 FRAMEWORK AGREEMENT

Dated: 15/07/2016
Framework reference: RM1557viii
Version reference: RM1557viii-15-07-2016
CROWN COMMERCIAL SERVICE

and

[SUPPLIER NAME]

G-Cloud 8 Framework Agreement

This Framework Agreement governs the relationship between the Crown Commercial Service ('CCS' or the 'Authority'), and the Supplier. It covers the provision of the G-Cloud 8 services by the Supplier to CCS and to Buyers, also known as 'Other Contracting Bodies'.

CCS and the Supplier are known together as the 'Parties'.

The Supplier may be referred to as 'you'.

CCS may be referred to as 'we'.

Contents:

[Section 1 - The appointment](#)

[Section 2 - Services offered](#)

[Section 3 - How Services will be bought](#)

[Section 4 - How Services will be delivered](#)

[Section 5 - What happens if the Supplier fails to meet the terms of this Framework Agreement](#)

[Section 6 - What you report to CCS](#)

[Section 7 - Transparency and access to records](#)

[Section 8 - General governance](#)

[Section 9 - Defined Terms](#)

[Schedule 1 - Self Audit Certificate](#)

[Schedule 2 - MI reporting template](#)

Section 1 - The appointment

1.1 Appointment

Subject to the terms of this Framework Agreement (RM1557viii), the Minister for the Cabinet Office, represented by the Crown Commercial Service (CCS), 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP, appoints:

company: [COMPANY NAME]

registered address: [COMPANY ADDRESS]

company number: [COMPANY NUMBER]

(the 'Supplier'), as a Supplier of G-Cloud 8 services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union reference TBC OJEU Contract Notice).

1.2 **Appointment is to:** [LOTS AWARDED]

1.3 **Appointment begins at:** 29/07/2016

1.4 **Appointment expires at:** 23:59 on 28/07/2017 (unless this Framework Agreement is extended by CCS or is terminated early).

1.5 **Extension:** Up to 6 months, by CCS giving written notice to Suppliers.

1.6 **Term:** From and including the date at 1.3 above (Appointment begins at) to and including the date at 1.4 above (Appointment expires at).

1.7 **Call-Off Contract duration:** Maximum 24 months.

1.8 By signing this Framework Agreement, the Supplier agrees to comply with all the terms of this Framework Agreement.

1.9 All Sections, including the Invitation To Tender (ITT), and Schedules annexed to this Framework Agreement are expressly a part of this Framework Agreement.

1.10 CCS appoints the Supplier as the the potential provider of G-Cloud Services and Additional Services in accordance with the terms of the Supplier's Tender and the Supplier shall be eligible to be considered for the award of orders for such G-Cloud Services and Additional Services by the CCS and Other Contracting Bodies during the Term; and in consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it, CCS agrees to pay and the Supplier agrees to accept the sum of £0.05, receipt of which is hereby acknowledged by the Supplier.

1.11 Your finalised Framework Agreement will include:

- a signature page, signed by the supplier
- a signature page, signed by the Crown Commercial Service
- the rest of the Framework Agreement document

The signature pages and the rest of the Framework Agreement document are 'counterparts' before signing and 'duplicate originals' after signing. The duplicate originals together constitute one Framework Agreement signed by all the necessary parties.

Signed by or on behalf of [COMPANY NAME]

Countersigned by or on behalf of CCS,

Signature: _____
Name: _____
Role: _____
Date: _____

Signature: _____
Name: _____
Role: _____
Date: _____

Section 2 - Services offered

2. The Supplier must provide G-Cloud Services for the Lot that they've been appointed to. The G-Cloud 8 framework is split into 4 Lots:

- Lot 1: Infrastructure as a Service (IaaS)
- Lot 2: Platform as a Service (PaaS)
- Lot 3: Software as a Service (SaaS)
- Lot 4: Specialist Cloud Services

For all lots the Supplier must:

- work according to the technology code of practice (<https://www.gov.uk/service-manual/technology/code-of-practice.html>)
- work according to the government service design manual (<https://www.gov.uk/service-manual>)

2.1 Lot 1 - Infrastructure as a Service (IaaS)

Lot 1 Infrastructure as a Service (IaaS) Suppliers will provide processing, storage, networks, and other fundamental computing resources where the Buyer is able to deploy and run arbitrary software, which can include operating systems and applications. The Buyer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (eg, host firewalls).

2.2 Lot 2 - Platform as a Service (PaaS)

Lot 2 Platform as a Service (PaaS) Suppliers will provide deployment onto the cloud infrastructure Buyer-created or acquired applications created using programming languages, libraries, services, and tools supported by the Supplier. The Buyer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

2.3 Lot 3 - Software as a Service (SaaS)

Lot 3 Software as a Service (SaaS) Suppliers will provide access to Suppliers applications running on a cloud infrastructure. The applications are accessible from various Buyer devices through either a thin Buyer interface, such as a web browser (eg, web-based email), or a program interface. The Buyer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2.4 Lot 4 - Specialist G-Cloud Services

Lot 4 Specialist G-Cloud Services Suppliers will provide one or more of the following:

- Onboarding services for Cloud Services only
- Business analysis for Cloud Services only
- Cloud project specification and selection
- Deployment of cloud services
- Transition management to cloud services
- User management of cloud services
- Cloud Service Integration and Management Services (SIAM):
 - Enterprise architecture
 - Project management and governance
 - Service and systems integration
 - Service management

- Software support
- Helpdesk
- Cloud information management and digital continuity:
 - eDiscovery
 - Data recovery, conversion and migration
 - Data quality
 - Digital archiving
 - Data storage consultancy for G-Cloud Services only

Important information

- 2.5 Suppliers can make non-material changes to the G-Cloud Services they offer over the Term of the Framework Agreement. CCS may request the Supplier provides acceptable evidence to show that any such changes are non-material.
- 2.6 If the Supplier fails to provide acceptable evidence for any changes to their service offering, CCS may determine the changes are material and/ or suspend the Supplier from the Framework Agreement.

Additional services

- 2.7 Additional Services, through Lot 4 only, must be delivered as part of an integrated G-Cloud Services model. These must support buyers in their transition to Cloud services.
- 2.8 A description for Additional Services must be included by the Supplier and it must be G-Cloud Service related. Additional Services must be ancillary to assist the Supplier with its main G-Cloud Services offering. Non G-Cloud Services will be removed from the Digital Marketplace.
- 2.9 Additional Services must not include:
- Co-Location Services
 - Non G-Cloud related services / consultancy
 - Hardware
 - Development services
 - Agile development
- 2.10 The Buyer is not obliged to purchase any Additional Services from the Supplier and is entitled to procure services that are the same as or similar to the Additional Services from any third party.

Service Definition

- 2.11 The Supplier's Service must include as a minimum:
- An overview of the G-Cloud Service
 - Information assurance:
 - Whether the Supplier holds an ISO27001 certificate for the G-Cloud Service
 - Information about the Supplier's service in relation to the Government Security Classification (GSC) scheme
 - Details of the level of data backup and restore and disaster recovery that will be provided
 - On-boarding and off-boarding service.
 - An overview of pricing, to include: unit prices, volume discounts and data extraction
 - Service constraints such as maintenance windows, level of customisation permitted and schedule for deprecation of functionality/features
 - Service levels such as performance, availability, support hours and severity definitions

- Financial recompense model for not meeting service levels
- Ordering and invoicing process
- Terminating the Call-Off Contract:
 - How the Buyers can terminate, and
 - How the Supplier can terminate (removal of the G-Cloud Service)
- Technical requirements such as service dependencies and detailed technical interfaces and details of any trial service available.

The Supplier terms

2.12 The Supplier's Terms will be set out in the Terms and Conditions document supplied as part of their Tender and cannot be amended through the lifetime of the Framework Agreement.

Section 3 - How Services will be bought

Who is responsible for awarding a Call-Off Contract

- 3.1 All Buyers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.
- 3.2 The Buyer may appoint an agent to act on their behalf.
- 3.3 CCS is not responsible for the actions of any Buyer.
- 3.4 A Buyer will use the Digital Marketplace to search for a capable Supplier. All Call-Off Contracts will be awarded through the Digital Marketplace.

Digital Marketplace

- 3.5 The Digital Marketplace provides the public list of Suppliers and Services which Buyers can access and purchase (following an evaluation of suppliers' services offered through their Service Description against the Direct Award criteria set out in Section 3.17) by entering into a Call-Off Contract. This public list includes Suppliers' pricing, Terms and Conditions, and Service Descriptions.
- 3.6 The Supplier will maintain its Service Description on the Digital Marketplace.
- 3.7 The Supplier may vary, but not materially change, its Service Description. All changes must be agreed by the Authority. The Supplier may also remove its Digital Marketplace entries.
- 3.8 The Supplier's prices will be published on the Digital Marketplace and will be used as part of the evaluation criteria pursuant to which Call-Off Contracts will be awarded. The Supplier may reduce their Digital Marketplace prices at any time but cannot increase their prices through the lifetime of this Framework Agreement. Discounted pricing periods may be considered on an individual basis, subject to notifying the Authority and if approved will be made available on the Digital Marketplace for all Buyers.
- 3.9 The pricing of Call-Off Contracts must be based on the prices stated in the Supplier's Digital Marketplace entry.
- 3.10 The Supplier's Terms and Conditions submitted as part of its Application cannot be amended during the Term of this Framework Agreement.

- 3.11 Once a Buyer has ordered G-Cloud Services the Supplier will maintain its Terms and Conditions as at the time of the Order and for the duration of any Call-Off Contract.
- 3.12 If a Buyer decides to source G-Cloud Services and any Additional Services in accordance with this section of this Framework Agreement it will search for Services by using keywords relating to its requirement on the Digital Marketplace and all Call-Off Contracts will be awarded to capable Suppliers via the Digital Marketplace.
- 3.13 Not used
- 3.14 All Buyers will use the Direct Award Criteria as stipulated in clause 3.17 of this Framework when awarding a Call-Off Contract to a Supplier.

Using the Digital Marketplace

- 3.15 The Supplier will describe its Services on the Digital Marketplace. It will keep this information updated for the Term of this Framework Agreement. The Supplier will honour its prices and other terms quoted in the Digital Marketplace.

Buying process

- 3.16 The process for buying G-Cloud Services is:

- 3.16.1 The Buyer will carry out an initial search on the Digital Marketplace using keywords to search for a Service Description which meets their requirement.
- 3.16.2 The initial search will return a long-list and the Buyer will use additional keywords to refine the search of Suppliers whose service offerings are capable of meeting the Buyer's requirement.
- 3.16.3 The additional search will return a short-list and the Buyer will review supplier documents (to include Terms, Service Definition document and pricing) on the Digital Marketplace to assess suitability against their requirement. All short-listed offerings must be evaluated against the same evaluation model.
- 3.16.4 The Buyer will apply some or all of the following evaluation criteria as shown below (3.17) (and may set their own weightings to the criteria) against the Supplier documents (to include Terms, Service Definition document and pricing) on the Digital Marketplace, in order to evaluate the Services offered following the shortlist and determine the Service most appropriate for their own requirement.
- 3.16.5 The Buyer should use a credit reference agency (CRA) to carry out due diligence before Appointment to assess the Supplier's economic and financial standing. The CRA report will be used to determine the level of financial risk that appointing the Supplier would represent. If the Buyer determines that the Supplier's credit risk is determined as being above (i.e. worse than) average the Buyer reserves the right not to award a Call-Off Contract to the Supplier.
- 3.16.6 The Buyer will appoint a Supplier based on Most Economically Advantageous Tender (MEAT)

3.17 Buyers will apply their own weighting to each of the criteria to award the Call-Off Contract to the Supplier:

Criteria Number	Direct Award Criteria
1	Whole life cost: cost effectiveness, price and running costs
2	Technical merit and functional fit: coverage, network capacity and performance as specified in relevant service levels
3	After sales service management: help desk, account management function and assurance of supply of a range of services, and
4	Non-functional characteristics.

3.18 Buyers may notify all unsuccessful shortlisted suppliers that did not succeed to allow those suppliers to review and improve their Service Descriptions.

Section 4 - How Services will be delivered

4.1 Standards

The Supplier must support Buyers:

- through successful Service Standard assessments - <https://www.gov.uk/service-manual/digital-by-default>
- to comply with any standards that are compulsory in government - <http://standards.data.gov.uk/challenges/adopted>

4.2 Not used

4.3 Not used

4.4 Public Services Network (PSN)

If the required G-Cloud Services are to be delivered to Buyers over the Public Services Network this should be detailed in the Call-Off Contract Order Form.

4.5 Warranty

- 4.5.1 The Supplier will use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements into systems providing services to data, software or Authority Confidential Information held in electronic form (owned by or under the control of, or used by the Authority or any other Contracting Body)
- 4.5.2 The Supplier undertakes to continue to pay all taxes due from it to HMRC and will not indulge in “disguised employment” practices when delivering services under this Framework
- 4.5.3 When entering into this Framework Agreement and any Call-Off Contract, the Supplier confirms to CCS and the Buyers that it has not committed any Fraud.
- 4.5.4 The Supplier warrants and represents that it has full capacity, authority and all necessary authorisations, consents, licences, permissions, to enter into and perform its obligations

under each Call-Off Contract. This includes where a Supplier's procedures require the consent of its Parent Company.

- 4.5.5 The Supplier undertakes that it or an authorised representative will sign the Call-Off Contract.
- 4.5.6 The Supplier warrants and represents that it has not committed, or agreed to commit, a Prohibited Act before entering into this Framework Agreement.
- 4.5.7 The Supplier undertakes not to commit or agree to commit a Prohibited Act and undertakes to perform all obligations under this Framework Agreement and any Call-Off Contract in compliance with all Laws.
- 4.5.8 The Supplier warrants and represents that all information, statements and representations contained in the Application for the Services are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Buyer prior to execution of the Call-Off Contract, and the Supplier will advise the Buyer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading; and all warranties, representations and undertakings contained in the Application shall be deemed repeated in the Call-Off Contract.

4.6 Liability

- 4.6.1 Subject to clause 4.6.2 below, each Party's total aggregate liability in connection with this Framework Agreement whether arising in contract, tort (including negligence), breach of statutory duty or howsoever arising in each 12 month period during this Framework Term will be limited to 125% of the Management Charge paid or payable in the year of the Framework Agreement that the default giving rise to the liability occurred. For the avoidance of any doubt the Parties acknowledge and agree this Clause 4.6 shall not limit the Supplier's and any Buyer's liability under any Call-Off Contract.
- 4.6.2 The Supplier's liability in relation to the obligation to pay any management charges which are properly due and payable to the Authority will be unlimited.
- 4.6.3 Nothing in this Framework Agreement shall:
- affect a Party's general duty to mitigate its loss
 - limit or exclude either Party's liability for:
 - death or personal injury caused by its negligence or that of its staff,
 - bribery, Fraud or fraudulent misrepresentation by it or that of its staff, or
 - any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 4.6.4 Subject to Clause 4.6.3 above, in no event shall either Party be liable to the other for any: loss of profits, business, revenue, loss of or damage to goodwill, savings (whether anticipated or otherwise) and/or any indirect, special or consequential loss or damage.
- 4.6.5 Subject to Clause 4.6.4 the Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall be recoverable by the Authority:
- any regulatory losses or fines arising directly from a breach by the Supplier of any Laws; and

- subject to Clause 4.6.3 any additional operational and/or administrative costs and expenses arising from any Material Breach.

Guarantee

4.7 If a Buyer requests the Supplier provide a Guarantee, the Supplier shall provide a completed Guarantee in the form attached prior to the Commencement Date.

Section 5 - What happens if the Supplier fails to meet the terms of this Framework Agreement

Suspension, termination and expiry

5.1 With Cause by CCS

CCS may choose to suspend or terminate this Framework Agreement at its entire discretion:

- if a Supplier Insolvency Event occurs or
- if the Supplier has breached Clause 2.8 or
- if at least 3 MI Failures occur within a 6-month rolling period
- if the Supplier has tried to renegotiate any terms following award of a Call-Off Contract.

5.2 Continuing Force Majeure

5.2.1 Force Majeure means anything affecting either Party's performance of their obligations arising from any of the following:

- acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party
- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- acts of government, local government or Regulatory Bodies
- fire, flood, any disaster and any failure or shortage of power or fuel
- an industrial dispute affecting a third party for which a substitute third party is not reasonably available

5.2.2 The following do not constitute a Force Majeure event:

- any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a Subcontractor's) supply chain
- any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned

5.2.3 In the event of Force Majeure, the Party not affected by the Force Majeure event may, by written notice to the affected Party, suspend or terminate this Framework Agreement with effect from the date specified in such notice if a Force Majeure event endures for a continuous period of more than 60 UK working days.

5.3 Without cause by CCS.

CCS will have the right, without cause and without liability, to suspend or terminate this Framework Agreement, or any provisions of any part of this Framework Agreement by giving at least 1 month's written notice to the Supplier.

5.4 Termination on change of Control

- 5.4.1 CCS may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect within 1 month of:
- being notified in writing that a change of Control (within the meaning of Section 450 of the Corporation Tax Act 2010) has occurred or is being contemplated or
 - where no notification has been made, the date that CCS becomes aware that a change of Control has occurred or is contemplated

- 5.4.2 CCS may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect where:
- CCS determines at its absolute and sole discretion that the change is prohibited under the Regulations or,
 - CCS approval has not been granted before the change of Control and CCS reasonably believes that such change is likely to have an adverse effect on the provision of the Services.

- 5.4.3 Termination, suspension or expiry of this Framework Agreement will be without prejudice to any accrued rights, remedies or obligations of either Party.

5.5 Fraud

- 5.5.1 If the Supplier commits any fraud it will be a Material Breach, and:
- CCS may terminate this Framework Agreement
 - any Buyer may terminate their Call-Off Contracts
 - CCS and any Buyer may fully recover from the Supplier any Losses incurred, as a consequence

Consequence of suspension, termination and expiry

- 5.6 Suspension or termination of the Supplier from this Framework Agreement will not affect existing Call-Off Contracts. The Buyers concerned with such existing Call-Off Contracts will make their own decisions on whether to suspend or terminate those Call-Off Contracts and suspension or termination in those circumstances will be governed by the terms and conditions of the relevant Call-Off Contracts.
- 5.7 Subject to clause 5.8, termination or suspension or expiry of this Framework Agreement will be without prejudice to any rights, remedies or obligations of either CCS or the Supplier accrued under this Framework Agreement before its termination, suspension or expiry.
- 5.8 The Supplier will continue to provide Management Information and pay Management Charges due to CCS in relation to all Call-Off Contracts existing, notwithstanding the suspension, termination or suspension or expiry of this Framework Agreement.
- 5.9 The expiry of this Framework Agreement will not affect existing Call-Off Contracts. The Supplier will continue to fulfil its obligations under this Framework Agreement including obligations expressed to be for the benefit of the Buyer until the the latest expiry date of any Call-Off Contract established under this Framework Agreement.

Assurance

- 5.10 The Supplier accepts that a key element of the Framework Agreement is an Assurance process, where CCS, and other agents appointed by CCS, check any claims made by the Supplier in their Application. Thereafter, CCS will continue to check that any information submitted is still an accurate reflection of the Supplier and its Services.

5.11 If the Service is found to be out of scope during the Assurance the Service or Supplier will be suspended or removed from the Digital Marketplace and framework

Assurance verification

5.12 The Supplier accepts this Framework Agreement has an Assurance verification process. This process includes the Authority, and other appointed agents, verifying any claims made by the Supplier, including:

- Digital Marketplace entries
- Service Definitions
- Pricing Documentation
- Ensure services are within scope of the Framework
- Maximum contract term
- Payment terms
- Pricing consistency

5.13 Assurance verification will continue throughout the term of the Framework Agreement to verify that any Digital Marketplace entries and related Service Definitions are an accurate reflection of the G-Cloud Service offering by the Supplier and are within scope of the Framework. Any service deemed to be out of scope of the Framework shall be suspended or removed from the Digital Marketplace.

Section 6 - What you report to CCS

Management Information

6.1 The Supplier will provide accurate Management Information (MI) to CCS at no charge.

6.2 CCS will provide the Supplier with an MI reporting template by the Reporting Date. Until instructed otherwise, the Supplier will follow the format within this template and will not make any amendments to it.

6.3 The MI reporting template is set out in schedule 2 (and may be subject to change by CCS).

6.4 CCS will have the right at any time and on reasonable notice, to amend the nature of the MI which the Supplier is required to supply and the method by which it is reported.

6.5 Every month, the Supplier must:

- report on each order agreed
- report on each invoice raised or submitted in each month
- use the template and complete all appropriate data fields provided to submit the report
- send the report by the 7th day of the following month, or the nearest Working Day before the 7th day if it's a weekend or public holiday

6.6 The completed MI report will be returned by uploading it directly to the CCS Management Information System Online (MISO) system unless specified otherwise by CCS.

6.7 The Supplier will also inform CCS of any corrections to previous MI submissions.

- 6.8 Where there has been no activity for any calendar month, the Supplier must submit a 'nil return' for that month.
- 6.9 If any of the below instances occur, CCS may treat this as an 'MI Failure':
- there are omissions or errors in the Supplier's submission
 - the Supplier uses the wrong template
 - the Supplier's report is late
 - the Supplier fails to submit an MI report
- 6.10 Following an MI Failure, CCS may issue reminders to the Supplier or ask the Supplier to rectify defects in the MI Report provided to CCS. The Supplier will rectify any incorrect or incomplete MI Report within 5 UK working days following receipt of any such reminder.
- 6.11 If there are 2 or more MI Failures in any 3-month rolling period, CCS will charge the Supplier for the costs (an 'admin fee') of chasing the Supplier to provide the required information.

Admin fees

- 6.12 The admin fee is the amount payable by the Supplier to CCS in either of the following situations:
- CCS incurs costs because of incorrect MI
 - the MI is not returned within the agreed timescales

Details of the admin fees can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/382985/MI_admin_fees.xlsx

- 6.13 By signing this Framework Agreement, the Supplier acknowledges and agrees that the admin fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to supply MI, as required by this Framework Agreement.
- 6.14 CCS will notify the Supplier if any admin fees arise and will be entitled to invoice the Supplier admin fees which will be payable as a supplement to the Management Charge.
- 6.15 Any exercise by CCS of its rights under this paragraph will be without prejudice to any other rights that may arise under the terms of this Framework Agreement.

Buyer satisfaction monitoring

- 6.16 CCS may undertake a Buyer satisfaction survey.
- 6.17 The scope of this survey will include (but not limited to):
- assessing the level of satisfaction of the supply of Services
 - monitoring the compliance by the Supplier with the terms of its Application

Key Performance Indicators

- 6.18 The table below provides the Key Performance Indicator Targets that CCS may use to measure the performance of the Supplier on this Framework Agreement.

KPI no	Performance Criteria	Target	Measured by
Contract Management			

1	Respond to CCS for any Framework management matters	≥ 95%	Responding to correspondence (email or phone) from CCS within 2 UK working days Resolving issues raised within 5 UK working days
Management Information			
2	Complete, accurate MI template to be returned to CCS by the 7th day of the following month	100%	Complete and accurate MI template submitted to CCS by the 7th day of the following month
3	Management Charges to be paid within 30 calendar days from date of invoice issue	100%	Confirmation of payment received by CCS within 30 calendar days

Management Charge

- 6.19 CCS will submit invoices to the Supplier in respect of the Management Charge due each month based on the MI provided by the Supplier.
- 6.20 The Supplier will pay the Management Charge to CCS within 30 days of the invoice.
- 6.21 The Management Charge applies to the full Charges specified in each and every order and will not be varied as a result of any deductions or credits.
- 6.22 The Management Charge excludes VAT will be a figure of up to 1% of all Charges for the Services invoiced to Buyers. It is currently set at 0.5% of all Charges invoiced to Buyers.

Section 7 - Transparency and access to records

Transparency

- 7.1 In accordance with the government's policy on transparency, CCS reserves the right to make all or part of the information (including the Framework Agreement and Call-Off Contract) publicly available (subject to any redactions made at the discretion of CCS by considering and applying relevant exemptions under the FoIA).
- 7.2 The terms of this Framework Agreement and the Call-Off Contract permit all of the following:
- CCS to publish the full text of such Framework Agreement concluded with the Supplier
 - the Buyer to publish the signed Call-Off Contract after considering (at CCS or the Buyer's sole discretion) any representations made by the Supplier regarding the application of any relevant FoIA or EIR exemptions
- 7.3 Not used

Who can carry out an audit or inspection

- 7.4 Representatives of the following auditors will have access to the Supplier's records and accounts:
- the Cabinet Office (including CCS)
 - the Buyer
 - Other Buyers who have received or are receiving Services from the Supplier under this

- Framework Agreement
- the National Audit Office
- any auditor appointed by the Audit Commission

What will happen during the Framework Agreement's term

- 7.5 The Supplier will keep and maintain in accordance with Good Industry Practice and generally accepted accounting principles, full and accurate records and accounts of all of the following:
- the operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers
 - the Services provided under any Call-Off Contracts (including any subcontracts)
 - the amounts paid by each Buyer under the Call-Off Contracts

What will happen when the Framework Agreement ends

- 7.6 The Supplier will provide a completed self-audit certificate to the Buyer within 3 months. A template certificate is provided in Schedule 1.
- 7.7 The Supplier's records and accounts will be kept until the latest of the following dates:
- 7 years after the date of termination or expiry of this Framework Agreement
 - 7 years after the date of termination or expiry of the last Call-Off Contract to expire or terminate
 - another date that may be agreed between the Parties
- 7.8 During the timeframes highlighted in clause 7.7, the Supplier will:
- allow the previously listed auditors to inspect or audit its records
 - keep the data from all Call-Off Contracts
 - keep commercial records of:
 - the Charges, and any variations to them (actual or proposed)
 - costs, including Subcontractors' costs
 - keep books of accounts for this Framework and all Call-Off Contracts
 - keep MI reports
 - maintain access to its published accounts and trading entity information
 - maintain proof of its compliance with its obligations under the Data Protection Act and the Transparency provisions set out in this Clause 7
 - maintain records of its delivery performance under each Call-Off Contract, including that of Subcontractors

What will happen during an audit or inspection

- 7.9 The auditor will use reasonable endeavours to ensure that the conduct of the audit does not:
- unreasonably disrupt the Supplier
 - materially delay the provision of Services under any Call-Off Contracts
- 7.10 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:
- provide information without delay
 - provide all information within scope
 - give auditors access to:
 - all information requested by the Auditor within the scope of the audit
 - the Supplier's staff
- 7.11 An auditor will be able to review, inspect and examine the Supplier's records and accounts associated with this Framework Agreement and any Call-Off Contract. This is to:

- verify the accuracy of:
 - the Charges (and proposed or actual variations to them in accordance with this Framework Agreement)
- review the integrity, Confidentiality and security of the Personal Data and Buyer Data held or used by the Supplier
- review any books of accounts kept by the Supplier in connection with the provision of the Services, for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contracts only
- review any other aspect of the delivery of the Services including to review compliance with any legislation
- verify the accuracy and completeness of any MI delivered or required by this Framework Agreement
- review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records
- inspect the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date

Costs of conducting audits or inspections

7.12 The Supplier will reimburse CCS's reasonable costs incurred in relation to the audit or inspection, if it reveals that:

- the Supplier has committed a material Default
- the Supplier has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any month

7.13 Each Party is responsible for covering all other costs that they may incur from their compliance with the obligations of this Framework Agreement.

Section 8 - General governance

Relationship

8.1 Neither Party can act as agent of the other or make representations on their behalf.

Who can buy using this Framework Agreement

8.2 Organisations as outlined in the Contract Notice within the Official Journal of the European Union ('OJEU Contract Notice'). These are known as 'Buyers'.

No guarantee of work

8.3 Neither CCS nor any other Buyer is obliged to offer the Supplier any Call-Off Contract.

8.4 No exclusivity has been offered regarding volume or value guarantee by CCS for the provision set out in this Framework Agreement.

Entire Agreement

8.5 This Framework Agreement is the entire agreement between the Parties.

8.6 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.

Law and jurisdiction

8.7 This Framework Agreement, any Call-Off Contract and any non-contractual obligations associated with these will be governed and construed by the Laws of England and Wales and the Parties will adhere to the jurisdiction of the courts of England and Wales.

Legislative change

8.9 The Supplier will neither be relieved of its obligations under this Framework Agreement nor be entitled to increase the Framework Agreement prices as the result of a general change in Law or a Specific Change in Law without approval from CCS.

8.10 If a Specific Change in Law occurs during the term which has a material impact on the delivery of the Services or the Framework Agreement price range, the Supplier will notify CCS of the likely effects of that change. This will include whether any change is required to the Services, the Framework Agreement price range or this Framework Agreement.

Legal acts

8.11 Prevention of bribery and corruption

8.11.1 The Supplier will ensure that neither it, nor any person acting on the Supplier's behalf will commit any Prohibited Act in connection with this Framework Agreement.

8.11.2 If the Supplier breaches this clause, CCS may terminate this Framework Agreement.

8.11.3 Without prejudice to its other rights and remedies under this clause, CCS will be entitled to recover in full from the Supplier and the Supplier will on demand compensate CCS in full from and against:

- the amount of value of any such gift, consideration or commission
- any other Loss sustained by the CCS in consequence of any breach of this clause

8.11.4 The Parties agree that the Management Charge payable does not constitute an offence under section 1 of the Bribery Act 2010.

8.12 Freedom of Information Act

8.12.1 The Supplier acknowledges that CCS and Buyers are subject to the requirements of the Freedom of Information Act (FoIA) and the Environmental Information Regulation (EIR).

8.12.2 The Supplier will help and co-operate with CCS and the Buyers to enable them to comply with their Information disclosure obligations regarding this Framework Agreement and any Call-Off Contracts.

8.12.3 The Supplier will in no event respond directly to a Request for Information under the FoIA.

8.12.4 The Supplier will note that the Information disclosed in response to a FoIA or EIR request may include its response. This may include attachments, embedded documents, any score or details of the evaluation of a response.

8.12.5 If the Supplier considers any part of its response to be confidential or commercially sensitive, the Supplier will:

- identify this Information
- explain the potential implications of its disclosure, specifically addressing the public interest test as in the FoIA
- estimate how long it believes such Information will remain confidential or commercially sensitive

8.12.6 CCS will then consider whether or not to withhold such Information from publication. Even where Information is identified as confidential or commercially sensitive, CCS may be required to disclose such Information in accordance with the FoIA or the EIR.

8.12.7 CCS must form an independent judgement of whether the Supplier's Information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Suppliers must refer any request for Information, including requests relating to the procurement, to CCS.

8.13 Promoting tax compliance

8.13.1 If tax non-compliance occurs during the Framework Agreement the Supplier will:

- notify CCS in writing within 5 UK working days of its occurrence
- promptly provide CCS with:
 - details of the steps that the Supplier is taking to address the non-compliance
 - other information in relation to the non-compliance as CCS may reasonably require

8.13.2 If the Supplier fails to comply with this clause or does not provide details of its proposed mitigating factors, which in the reasonable opinion of CCS are acceptable, then CCS reserves the right to terminate this Framework Agreement for material Default.

8.14 **Official Secrets Act** The Supplier will comply with and ensure that the Supplier Staff comply with the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

8.15 Subcontracting

8.15.1 The Supplier will deliver the services offered themselves, and will not solely source staff for others.

8.15.2 The Supplier will only subcontract with the approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.

8.15.3 The Supplier will take direct contractual responsibility and full accountability for delivering the services they provide using Subcontractors.

8.16 Not used

Other Parties

8.17 Rights of Third Parties

8.17.1 Subject to Clause 8.17.2 a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999.

8.17.2 Buyers may, with CCS's approval, enforce any provision of this Framework Agreement which is for the benefit of any Buyer as a third-party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.

8.17.3 CCS may act as agent and trustee for each Buyer. CCS may enforce any clause or recover any Loss on behalf of a Buyer in connection with a breach of any such clause.

Talking about the work

8.18 Complaints handling and resolution

8.18.1 Either Party will notify the other Party of any complaints made by Buyers, which are not resolved within 5 UK working days.

8.18.2 If the Supplier is the Party providing the notice, the notice will contain full details of the Supplier's plans to resolve the complaint.

8.18.3 The Supplier will work to resolve the complaint within 10 UK working days.

8.18.4 Within 2 UK working days of a request by CCS or the Buyer, the Supplier will provide full details of a complaint, including details of steps taken to resolve it.

Conflicts of interest and ethical walls

8.19 The Supplier must not be in a position where there is a conflict, or a potential conflict, between its interests (or the interests of its staff or any affiliated company) and the duties owed to CCS and the Buyer under this Framework Agreement or any Call-Off Contract. Any breach of this clause will be deemed to be a Material Breach.

8.20 A conflict of interest may occur where the Supplier or an affiliated company is bidding or intends to bid for the opportunity to deliver Services where the Supplier or an affiliated company has had involvement in the same or other related project that may give them an advantage. Where there is a risk of conflict, promptly establish the necessary ethical wall arrangement(s) to eliminate it. The Supplier must do this before the Call-Off commencement date of any affected Call-Off Contract, unless otherwise agreed with the

Buyer. Details of such arrangements must be submitted as soon as possible to the affected Buyer (or where no Call-Off Contract then exists, to the affected Buyer who is tendering for Replacement Services).

- 8.21 The Supplier will fully compensate and keep CCS and all Buyers safe from Losses which the Buyer or the Crown may suffer or incur at any time as a result of any claim (whether actual alleged asserted or substantiated and including third-party claims) arising as a result of a breach of this clause.

Publicity, branding, media and official enquiries

- 8.22 The Supplier will not do anything which may damage the public reputation of CCS. CCS may terminate this Framework Agreement for Material Breach. This will happen if the Supplier causes material adverse publicity relating to or affecting CCS, this Framework Agreement. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

- 8.23 CCS will be entitled to publicise this Framework Agreement in accordance with any legal obligation on CCS, including any examination of this Framework Agreement by the National Audit Office following the National Audit Act 1983.

Promotion

- 8.24 The Supplier will compensate CCS against all Losses resulting from the Supplier's use of CCS's logo. The Supplier will not make any press announcements without CCS's approval.

Non-Discrimination

- 8.25 The Supplier will not unlawfully discriminate within the meaning and scope of any Law relating to discrimination.
- 8.26 The Supplier will make sure that all Supplier Staff engaged or employed in the performance of this Framework Agreement and any Call-Off Contract observe this clause.
- 8.27 The Supplier will notify CCS immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

Use of assets

8.28 Intellectual Property Rights and indemnity

- 8.28.1 Other than as set out in any Call-Off Contract, neither CCS, the Buyer nor the Supplier will acquire any right, title or interest in the other's Intellectual Property Rights (IPR).
- 8.28.2 The Supplier warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and any Call-Off Contract, other than any IPR provided to the Supplier by the Buyer. The Supplier will maintain the same in full force and effect during this Framework Agreement and all Call-Off Contracts.

8.29 Data

- 8.29.1 The Supplier will comply with any notification requirements under the Data Protection Act 1998.

- 8.29.2 Each Party will:
- treat all the other Party's Confidential Information as confidential and safeguard it accordingly
 - not disclose the other Party's Confidential Information to any other person without the prior and written consent of the other Party
- 8.29.3 The above clauses will not apply to any Confidential Information in the following circumstances:
- it is public knowledge
 - it was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party
 - it is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
 - it is information independently developed without access to the Confidential Information
 - it must be disclosed following a statutory or legal obligation
 - it is disclosed on a confidential basis to a professional adviser
- 8.29.4 It is recommended that Suppliers and Buyers sign a non-disclosure agreement before they share any Confidential Information.

Communication

- 8.30 Any notices sent in relation to this Framework Agreement must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'. CCS's email address is: info@crowncommercial.gov.uk.
- 8.31 The following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

Insurance

- 8.32 The Supplier will have employer's liability insurance of at least £5,000,000 prior to framework award. Thereafter, Suppliers will need to maintain such further insurances and to the indemnity levels specified by the Buyer in each Call-Off Contract.

Severability

- 8.33 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be severed from the Framework Agreement and the remaining parts of the Framework Agreement or any Call-Off Contract will be unaffected.
- 8.34 If any fundamental part of this Framework Agreement becomes invalid, the Authority and the Supplier may agree to remedy the invalidity. If the Parties are not able to do so within 20 UK working days of becoming aware of the invalidity, the Framework Agreement will be automatically terminated and each Party will be responsible for their own costs arising from the termination of the Framework Agreement.

Dispute resolution

8.35 The Authority and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them in connection with this Framework Agreement within 20 Working Days of notification by either party. All disputes notified to the Authority representative and the Supplier representative.

8.35.1 If the dispute cannot be resolved by the Parties, the Parties shall refer it to mediation unless the Authority considers that the dispute is not suitable for resolution by mediation.

8.35.2 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

8.35.3 The obligations of the Parties under this Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration and the Supplier shall continue to comply fully with the requirements of this Framework Agreement at all times.

Section 9 - Defined Terms

9.1 In this Framework Agreement and subsequent Call-Off Contracts, the following expressions and defined terms have the following interpreted meaning:

'Additional Services'	The services in addition to the G-Cloud Services which are within the scope of the Framework Agreement which the Buyer may request from time to time.
'Application'	The response submitted by the Supplier to the Invitation to Tender (ITT).
'Assurance'	The verification process undertaken by CCS as described in this Framework Agreement.
'Background IPRs'	For each Party: <ul style="list-style-type: none">• IPRs owned by that Party before the date of this Call-Off Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures,• IPRs created by the Party independently of this Call-Off Contract, and/or• For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party subsisting in Buyer software or Supplier software.
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a Call-Off Contract within this Framework Agreement and is identified in the Call-Off Order Form.
'Buyer's Confidential Information'	All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
'Buyer Data'	Data that is owned or managed by the Buyers.

'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this Agreement), which is or will be used by the Supplier for the purposes of providing the Services.
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Buyer and the Supplier.</p> <p>This may include the Order Form detailing service requirements, term of Call-Off Order, start date and pricing.</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract.
'PSN Code of Practice'	Those obligations and requirements for PSN Service Providers wanting to participate in the PSN together with all documents annexed to it and referenced within it, as set out in the code template.
'Collaboration Agreement'	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives an efficient end-to-end G-Cloud Services.
'Commencement Date'	<p>For the purposes of the Framework Agreement, commencement date shall be as outlined in Section 1 - The Appointment within this Framework Agreement.</p> <p>For the purposes of the Call-Off Contract, commencement date shall be as set in the Order Form.</p>
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive.
'Comparable Supply'	The supply of services to another Buyer of the Supplier that are the same or similar to any of the Services
'Confidential Information'	<p>CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> ● any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Contracting Bodies'	The Buyer and any other person as listed in the OJEU Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS.
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Crown'	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time

	carrying out functions on its behalf
'Data Protection Legislation or DPA'	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner.
'Data Subject'	Shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time.
'Default'	<ul style="list-style-type: none"> any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to this Framework Agreement or this Call-Off Contract <p>Unless otherwise specified in this Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
'Deliverable'	Those G-Cloud Services which the Buyer contracts the Supplier to provide under the Call Off Contract.
'Digital Marketplace'	The government marketplace where Services will be made available to Buyers to enable them to be bought (https://www.digitalmarketplace.service.gov.uk/)
'Direct Award Criteria'	The award criteria to be applied for the award of Call-Off Contracts for G-Cloud Services set out in Section 3 'Buying Process'.
'Direct Ordering Procedure'	The ordering procedure set out in Framework Agreement.
'Effective Date'	The date on which the Call-Off Contract is signed and as set out in the Order Form.
'Equipment'	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under the Call-Off Contract.
'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
'Framework Agreement'	This contractually-binding document.

'Framework Suppliers'	The suppliers (including the Supplier) appointed under this G-Cloud 8 Framework Agreement.
'Fraud'	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.
'G-Cloud Services'	The cloud services described in Framework Section 2 (G-Cloud Services) as defined by the Service Definition, the Supplier Terms and any related tender documentation, which the Supplier shall make available to the Authority and Other Contracting Bodies and those services which are deliverable by the Supplier under the Collaboration Agreement.
'Good Industry Practice'	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice (https://www.gov.uk/service-manual/technology/code-of-practice.html) and the government service design manual (https://www.gov.uk/service-manual).
'Group'	A company plus any subsidiary or Holding Company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006.
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Guarantee'	The deed of guarantee described in the Order Form (Parent Company Guarantee).
'Guidance'	Any current UK Government Guidance on the Public Contracts Regulations. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance shall take precedence.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006.
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time.
'Insolvency Event'	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
'Intellectual Property Rights' or 'IPR'	means: <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to

	<p>copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
'Invitation to Tender or ITT'	The invitation to tender for this Framework.
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of Law, or directives or requirements of any Regulatory Body.
'Loss'	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
'Lot'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.5% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract.
'Management Information'	The management information (MI) specified in section 6 (What you report to CCS) of this Framework Agreement.
'Management Information (MI) Failure'	<p>If any of the below instances occur, CCS may treat this as an 'MI Failure':</p> <ul style="list-style-type: none"> ● there are omissions or errors in the Supplier's submission ● the Supplier uses the wrong template ● the Supplier's report is late ● the Supplier fails to submit a report
'Material Breach (Framework Agreement)'	<p>A breach by the Supplier of the following Clauses in this Framework Agreement:</p> <ul style="list-style-type: none"> ● Subcontracting ● Non-Discrimination ● Conflicts of Interest and Ethical Walls ● Warranties and Representations ● Provision of Management Information

	<ul style="list-style-type: none"> ● Management Charge ● Prevention of Bribery and Corruption ● Safeguarding against Fraud ● Data Protection and Disclosure ● Intellectual Property Rights and Indemnity ● Confidentiality ● Official Secrets Act ● Audit
'Material Breach (Call-Off Contract)'	A single serious breach of or persistent failure to perform as required in the Call-Off Contract.
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union.
'Order Form'	An order set out in the Call-Off Contract for G-Cloud Services placed by a Buyer with the Supplier.
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS.
'Parent Company'	Any company which is the ultimate Holding Company of the Supplier.
'Party'	<ul style="list-style-type: none"> ● for the purposes of the Framework Agreement, CCS or the Supplier ● for the purposes of the Call-Off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly.
'Personal Data'	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
'Prohibited Act'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
'PSN'	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made).
'Regulatory Bodies'	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Framework Agreement.
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties.
'Request for'	A request for information or an apparent request under the Code

Information'	of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
'Self Audit Certificate'	The certificate in the form as set out in Framework Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier.
'Services'	Means G-Cloud Services and any/or Additional Services.
'Service Definition'	The definition of the Supplier's G-Cloud Services provided as part of their Tender that includes, but is not limited to, those items listed in Section 2 (G-Cloud Services) of this Framework Agreement.
'Service Description'	The description of the Supplier service offering as published on the Digital Marketplace.
'Standstill Period'	The term Standstill Period is set out in Regulation 87 (2). In summary, it is the 10 calendar days after CCS (in this instance by electronic means) sends its decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which CCS must not conclude the Framework Agreement with the successful Supplier(s). Unsuccessful Applicants can raise any questions with CCS that relate to the decision to award before the Framework Agreement is concluded. CCS cannot advise unsuccessful Applicants on the steps they should take. Applicants should always seek independent legal advice, where appropriate.
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply.
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by this Framework Agreement.
'Supplier'	A Supplier of G-Cloud Services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Contract Notice).
'Supplier Background IPRs'	Background IPRs of the Supplier.
'Supplier Insolvency Event'	Means the Supplier is unable to pay debts in Section 268 of Insolvency Act 1986.
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts.
'Supplier Terms'	means the terms and conditions pertaining to the G-Cloud Services and as set out in the Terms and Conditions document supplied as part of the Supplier's Tender.
'Tender'	The response submitted by the Supplier to the Invitation to Tender.
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract.

9.2 Interpretation

9.2.1 The interpretation and construction of this Framework Agreement will all be subject to the following provisions:

- words importing the singular meaning include where the context so admits the plural meaning and vice versa
- words importing the masculine include the feminine and the neuter and vice versa
- the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
- references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
- references to any statute, regulation or other similar instrument will be construed as a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
- headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement
- references in this Framework Agreement to any clause or framework schedule without further designation will be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered
- references in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant framework schedule to this Framework Agreement so numbered
- reference to a clause is a reference to the whole of that clause unless stated otherwise

9.2.2 In the event and to the extent only of any conflict between any provisions of this Framework Agreement and the documents referred to herein the conflict will be resolved, subject to this section, in accordance with the following order of precedence:

- 9.2.2.1 Framework Agreement section 2
- 9.2.2.2 All other Framework Agreement sections
- 9.2.2.3 Schedules/Sections to the Framework Agreement
- 9.2.2.4 Call-Off Contract
- 9.2.2.5 Suppliers Terms and Conditions

9.2.3 If there is any conflict between the provision of this Framework Agreement and provision of any Call-Off Contract, the provision of this Framework Agreement will prevail over those of the Call-Off Contract except that any refinement to the Call-Off Contract permitted for the purposes of a Call-Off Contract under 'How Services will be delivered' (section 4) will prevail over 'How Services will be bought' (section 3) and any Alternative Clauses as set out in Schedule 4 (Alternative Clauses) to the Call-Off Contract will prevail over their corresponding clauses in the Call-Off Contract

9.2.4 Where the Application contains provisions which are more favourable to CCS or the Buyer in relation to the rest of the Framework Agreement or Call-Off Contract, such provisions of the Application will prevail. CCS and Buyer will in their absolute and sole discretion determine whether any provision is more favourable to them in relation to the Framework Agreement and Call-Off Contract.

9.2.5 Each time a Call-Off Contract is entered into, the warranties, representations and undertakings given by the Supplier in relation to that Call-Off Contract under this Framework Agreement will be deemed to be repeated by the Supplier with reference to the circumstances existing at the time that the warranty, representations and undertakings are being repeated.

