

## G-Cloud 8: contract variation

The Crown Commercial Service (CCS) has made some minor changes to the framework agreement and call-off contract (reference: RM1557viii-05-10-2016) that make it easier for suppliers to work with government. These changes have been accepted by suppliers and the contract variation is now in place.

### Framework agreement clause changes

- 4.6.5 Subject to ~~Clause~~ ~~Clauses~~ 4.6.1 and 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.
- 8.19 The Supplier must not be in a position where there is a conflict, and will use reasonable endeavours to avoid being in a position where there is ~~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, the Supplier will 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).
- 8.22 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 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.
- 8.35 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 must be notified to the Authority representative and the Supplier representative.

## 9.1 'Call-Off Contract'

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. This may include the Order Form detailing service requirements, ~~term~~ terms and conditions substantially in the form of the Call-Off Terms, term of Call-Off Order, start date and pricing.

### 'Call-Off Terms'

The terms and conditions as published with the Contract Notice within the Official Journal of the European Union referred to in the OJEU Contract Notice reference number RM1557viii.

## Call-off contract clause changes

16.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under this Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

### 43 'Management Information'

The management information (MI) specified in section 6 (What you report to CCS) of the ~~this~~ Framework Agreement.

### 'Framework Agreement'

The ~~This~~ contractually-binding ~~document~~ framework agreement between the Crown Commercial Service and the Supplier, reference number: RM1557viii, referred to in the Order Form.