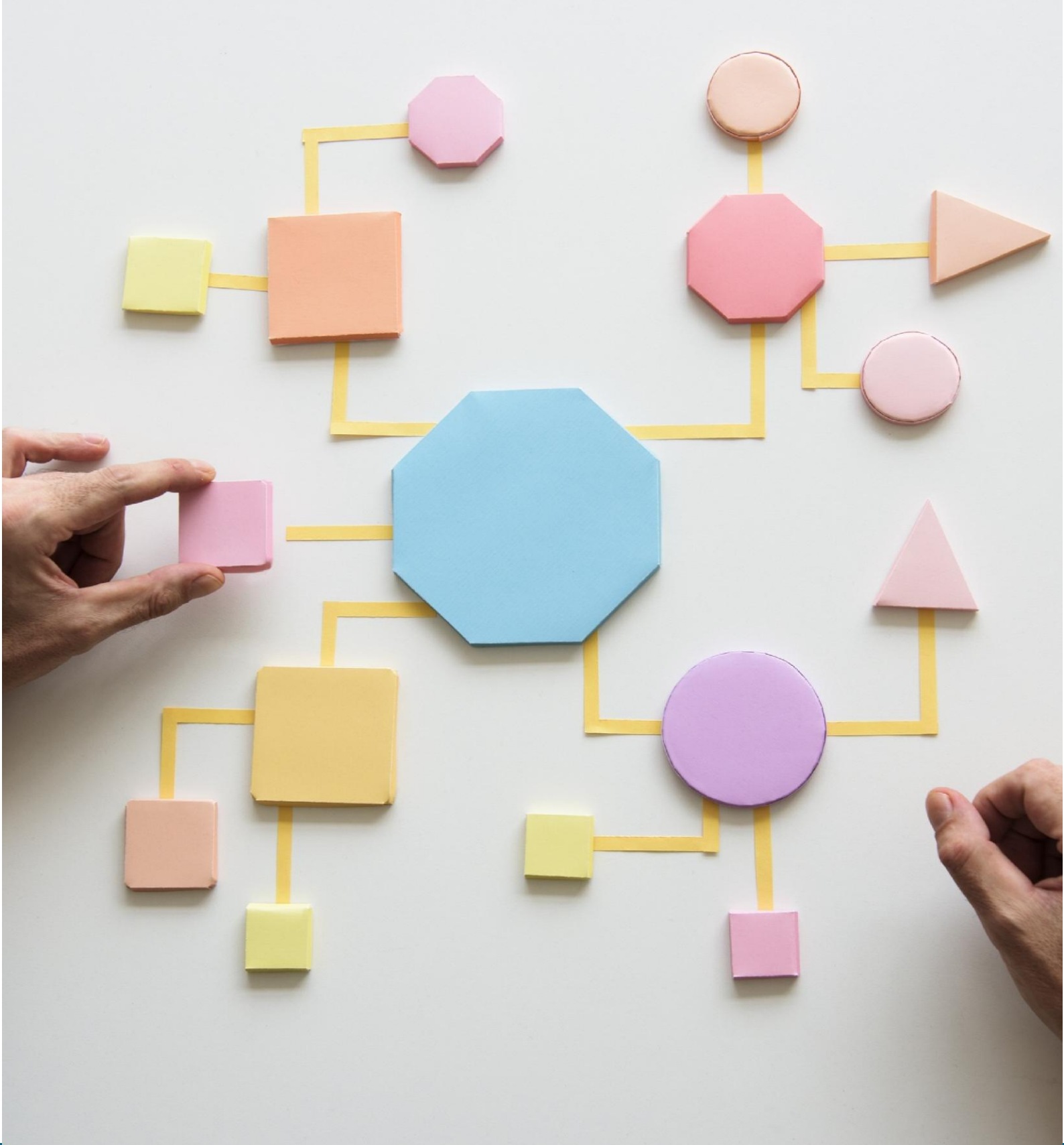




Procea
Terms & Conditions

Introduction

Procea will use the G-Cloud 15 call off services contract as the T&C's as defined below, these will be localised upon contract completion processes.

1. Definitions used in the contract

Interpret the Contract using Joint Schedule 1 (*Definitions*).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (*Call-Off Award Procedure*) and must state its requirements using Framework Schedule 6 (*Order Form Template and Call-Off Schedules*). If allowed by the Procurement Act 2023 or any Regulations made under it, the Buyer can:
 - 2.4.1 make changes to Framework Schedule 6 (*Order Form Template and Call-Off Schedules*);
 - 2.4.2 create new Call-Off Schedules;
 - 2.4.3 exclude optional template Call-Off Schedules; and/or
 - 2.4.4 use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - 2.5.1 is a separate Contract from the Framework Contract;
 - 2.5.2 is between a Supplier and a Buyer;
 - 2.5.3 includes the General Terms, Schedules and any other changes or referenced documents in the completed Order Form; and
 - 2.5.4 survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.8.1 verify the accuracy of the Due Diligence Information; or
 - 2.8.2 properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted to the Relevant Authority as part of the procurement of Deliverables were and remain true and accurate.

3. What needs to be delivered

3.1 All Deliverables

- 3.1.1 The Supplier must provide Deliverables:
 - (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
 - (b) using reasonable skill and care;
 - (c) using Good Industry Practice;
 - (d) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - (e) on the dates agreed; and
 - (f) that comply with Law.
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least ninety (90) days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier warrants that the Goods shall be:
 - (a) of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - (b) fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; and

(c) free from defects in design, material and workmanship.

- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.13 Without limiting any other remedies to which it may be entitled, the Buyer shall be entitled to exercise its rights under Clause 3.2.12 in relation to Goods that don't conform with Clause 3.2.5, for a reasonable period, regardless of whether the Goods have been accepted by the Buyer.
- 3.2.14 The Buyer will not be liable for any actions, claims or Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 **Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer, and any third party supplier(s) to the Buyer notified to the Supplier by the Buyer from time to time, on all aspects connected with the Delivery of the

Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (*Management Charges and Information*).
- 4.3 All Charges and the Management Charge:
 - 4.3.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.3.2 include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges:
 - 4.4.1 before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or
 - 4.4.2 if later, by the date on which the payment falls due in accordance with the invoice,subject to the invoice being verified by the Buyer as valid and undisputed; and
 - 4.4.3 in cleared funds using the payment method and details stated in the invoice or in the Order Form.

- 4.5 A Supplier invoice is only valid if it:
 - 4.5.1 includes the minimum required information set out in Section 68(9) of the Procurement Act 2023;
 - 4.5.2 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - 4.5.3 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - 4.5.4 does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 Where any invoice does not conform to the Buyer's requirements set out in Clause 4.5, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay.
- 4.7 The Buyer shall accept for processing any electronic invoice that complies with the Electronic Invoice Standard, provided that it is valid and undisputed.
- 4.8 Where any invoice does not conform to the Buyer's requirements set out in this Clause 4, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 4.9 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.10 The Supplier must ensure that all Subcontractors are paid, in full:
 - 4.10.1 before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or
 - 4.10.2 if later, by the date on which the payment falls due in accordance with the invoice,subject to the invoice being verified by the Supplier as valid and undisputed. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The Buyer's obligations to the Supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
 - 5.1.1 neither CCS or the Buyer can terminate a Contract under Clause 13.3.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deductions under the Contract;

- 5.1.3 the Supplier is entitled to additional time needed to make the Delivery; and
- 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Party responsible for the Authority Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Authority Cause; and
 - 5.2.3 has mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract:
 - 6.2.1 during the Contract Period;
 - 6.2.2 and for seven (7) years after the End Date; and
 - 6.2.3 in accordance with the UK GDPR, or the EU GDPR as the context requires,including the records and accounts stated in the definition of Audit in Joint Schedule 1 (*Definitions*).
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
 - 6.4.1 allow the Relevant Authority or any Auditor access to their premises and the Relevant Authority will use reasonable endeavours to ensure that any Auditor:
 - (a) complies with the Supplier's operating procedures; and
 - (b) does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.5 During an Audit, the Supplier must provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request including access to:
 - 6.5.1 all contract accounts and records of everything to do with the Contract (including providing copies where requested by the Relevant Authority or the Auditor);
 - 6.5.2 all other information within the permitted scope of the Audit;
 - 6.5.3 any Sites, equipment and the Supplier System used in the performance of the Contract; and
 - 6.5.4 the Supplier Staff.

- 6.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.
- 6.7 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.7.1 correcting any identified Default;
 - 6.7.2 rectifying any error identified in a Financial Report; and
 - 6.7.3 repaying any Charges that the Buyer has overpaid.
- 6.8 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.9.1 tell the Relevant Authority and give reasons;
 - 6.9.2 propose corrective action; and
 - 6.9.3 provide a deadline for completing the corrective action.
- 6.10 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - 6.10.1 the methodology of the review;
 - 6.10.2 the sampling techniques applied;
 - 6.10.3 details of any issues; and
 - 6.10.4 any remedial action taken.
- 6.11 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.
- 6.12 At the end of each Contract Year, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of the Supplier's compliance with Clause 4.10, such report to be certified by the Supplier Authorised Representative as being accurate and not misleading.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using:
 - (a) Good Industry Practice and the staff vetting requirements set out in the Security Requirements (if any); or
 - (b) where no other requirements are set out, the Baseline Personnel Security Standard; and

- 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 7.6 The provisions of this Clause 7 are in addition to and not in substitution for the employment exit provisions of Call-Off Schedule 2 (*Staff Transfer*).

8. Supply Chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under the Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to the Contract to the Buyer or Replacement Supplier.
- 8.1.2 The Supplier must ensure that it does not at any time during the Contract Period enter into a Subcontract with:
 - (a) any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act 2023 and associated Regulations; or
 - (b) any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act 2023 and associated Regulations, unless the Supplier has obtained the Buyer's prior written consent to the appointment of the relevant proposed Subcontractor.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 If a Subcontractor is to be appointed under the Contract, then the Relevant Authority may, in accordance with Section 72 of the Procurement Act 2023, require that the Supplier enters into a legally binding arrangement with the proposed Subcontractor

within such reasonable period after the Effective Date as may be specified by the Relevant Authority.

8.2.2 If the Supplier does not enter into a legally binding agreement in accordance with Clause 8.2.1 the Relevant Authority may:

- (a) terminate the Contract and the consequences of termination set out in Clauses 13.4.1(b) to 13.4.1(g) shall apply; or
- (b) require the Supplier to enter into a legally binding agreement with an alternate Subcontractor.

8.2.3 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract:

- (a) after the Effective Date, the Supplier will ensure that they all contain provisions that; or
- (b) on or before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law;
 - (ii) require that all Subcontractors are paid:
 - (A) before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or
 - (B) if later, the date by which the payment falls due in accordance with the invoice,subject to the invoice being validated by the party making payment as valid and undisputed invoice;
 - (iii) require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and
 - (iv) allow CCS or the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.2.4 The Supplier must ensure that a term equivalent to Clause 8.2.3 is included in each Sub-Contract in its supply chain, such that

each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of the Contract. References to the “Supplier” and “Subcontractor”, in Clause 8.2.3 are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer’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 isn’t pre-approved by the Relevant Authority in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 13.3;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority; and/or
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

8.4 Ongoing responsibility of the Supplier

- 8.4.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

8.5 Competitive terms

- 8.5.1 If the Relevant Authority can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then the Relevant Authority may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.5.2 If the Relevant Authority uses Clause 8.5.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform each Contract;
 - 9.1.2 each Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal

- pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- 9.1.5 it maintains all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under each Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 it will comply with each Call-Off Contract.
- 9.2 The warranties and representations in Clauses 2.10 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies both CCS and each Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under the Contract must use Clause 29.
- 9.5 The description of any provision of the Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and each Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 CCS and the Supplier each keep ownership of its own Existing IPRs.
- 10.2 Where the Supplier or CCS acquires ownership of IPRs incorrectly under the Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.3 Neither the Supplier nor CCS 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 Clause 10 or otherwise agreed in writing.
- 10.4 Unless expressly stated otherwise in the relevant Order Form, the applicable IPR Option that is specified in the Framework Award Form shall apply under a Call-Off Contract.

- 10.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and at the Relevant Authority's sole option, either:
 - 10.6.1 obtain for the Relevant Authority the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.6.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.7 If the Relevant Authority requires that the Supplier procures a licence in accordance with Clause 10.6.1 or to modify or replace an item pursuant to Clause 10.6.2, but this has not avoided or resolved the IPR Claim, then the Relevant Authority may terminate the Contract by written notice with immediate effect and the consequences of termination set out in Clause 13.4.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Relevant Authority within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan, within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Relevant Authority receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan, or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; or
 - 12.1.2 adhere to the timescales set out in the Rectification Plan,the Relevant Authority can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Relevant Authority will determine the location, time and duration of the Escalation

Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Relevant Authority is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting continues for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Relevant Authority shall be entitled to terminate the Contract and the consequences of termination set out in Clauses 13.4.1 shall apply as if the Contract were terminated under Clause 13.3.

13. Ending the contract or any sub-contract

13.1 Contract Period

- 13.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 13 or if required by Law.
- 13.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than three (3) Months' written notice before the Contract expires.

13.2 Ending the contract without a reason

- 13.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least thirty (30) days' notice.
- 13.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than ninety (90) days' written notice and if it is terminated Clause 13.5.3 applies.

13.3 When CCS or the Buyer can end a contract

- 13.3.1 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 and the consequences of termination in Clause 13.4.1 shall apply:
- (a) there is a Supplier Insolvency Event;
 - (b) there is a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
 - (c) the Buyer rejects a Rectification Plan or the Supplier does not provide a Rectification Plan within ten (10) days of the request;
 - (d) there is any Material Default of the Contract;
 - (e) there is any Material Default of any Joint Controller Agreement relating to any Contract;

- (f) there is a Default of Clauses 2.10, 12, 31 or Call-Off Schedule 6 (*ICT Services*) (where applicable);
- (g) there is a consistent repeated failure to meet the Framework Performance Measures in Framework Schedule 4 (*Framework Management*);
- (h) the performance of the Supplier causes a Critical KPI Failure to occur;
- (i) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them;
- (k) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables;
- (l) the Supplier fails to comply with its obligations under Part D (*Pensions*) of Call-Off Schedule 2 (*Staff Transfer*);
- (m) in accordance with Section 78, and/or Section 79 (where applicable), of the Procurement Act 2023, and provided that the requirements of Section 78(7) of the Procurement Act 2023 have been met, where:
 - (i) the Relevant Authority considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 or Regulations under it;
 - (ii) the Supplier has, since the award of the Contract become an excluded supplier or excludable supplier (including by reference to an associated person) as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Section 78(8) (where applicable) of the Procurement Act 2023 have been met; and/or
 - (iii) any Subcontractor in respect of which the Relevant Authority requested information under Section 28(1)(a) of the Procurement Act 2023 in relation to the award of the Contract is an excluded supplier or excludable supplier as set out in Section 57 of the Procurement Act 2023 and further provided that the conditions in Sections 78(3)(b) to 78(8) of the Procurement Act 2023 have been met;
- (n) the Supplier fails to enter into a legally binding agreement with any Subcontractor in accordance with Section 72 of the Procurement Act 2023; and/or
- (o) where any Subcontractor that became a Subcontractor after the award of the Contract is an excluded supplier or

excludable supplier as defined in Section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this Clause 13.3.1(o) the Relevant Authority:

- (i) has notified the Supplier of its intention to terminate under this Clause, and why the Relevant Authority has decided to terminate the Contract;
- (ii) has given the Supplier reasonable opportunity to make representations about whether this Clause applies and the Relevant Authority's decision to terminate; and
- (iii) has given the Supplier a reasonable opportunity to end its Sub-Contract with the excluded or excludable supplier, and if necessary, find an alternative Subcontractor.

13.3.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 13.3.1.

13.4 What happens if the Contract ends

13.4.1 Where a Party terminates a Contract under any of Clauses 13.3.1 (excluding Clause 13.3.1(m)(i)), 13.3.2, 10.7, 12.3, 30.4 or 35.3 (where Clause 35.3.1 applies), Paragraph 7 of Part D of Call-Off Schedule 2 (*Staff Transfer*), Paragraph 2.2 of Call-Off Schedule 16 (*Benchmarking*) (where applicable), Paragraph 4.1 of Call-Off Schedule 24 (*Corporate Resolution Planning*) (where applicable), Paragraph 6 of Joint Schedule 7 (*Financial Difficulties*) (where applicable) or Paragraph 4.7 of Joint Schedule 5 (*Sustainability*) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs in procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly repay to the Buyer all the Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (e) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law other than Government Data (i) that is Personal Data in respect of which the Supplier is a Controller; and

(ii) in respect of which the Supplier has rights to hold the Government Data independently of the Contract.

- (f) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (g) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

13.4.2 If a Party terminates a Contract under Clause 23.3 or the Relevant Authority terminates a Contract under Clause 13.3.1(m)(i) or under Clause 35.3 (where Clause 35.3.2 applies):

- (a) each Party must cover its own Losses; and
- (b) Clauses 13.4.1(b) to 13.4.1(g) apply.

13.4.3 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 13.4, 13.5.3, 14, 17, 18, 19, 20, 21, 22, 23, 34.2.2, 38, 39, Joint Schedule 1 (*Definitions*) Framework Schedule 3 (*Charges*), Call-Off Schedule 2 (*Staff Transfer*), Call-Off Schedule 10 (*Exit Management*) (if used), Call-Off Schedule 1 (*Intellectual Property Rights*) and any Clauses and Schedules which are expressly or by implication intended to continue.

13.5 When the Supplier (and the Buyer) can end the Contract

13.5.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within thirty (30) days of the date of the Reminder Notice.

13.5.2 The Supplier also has a right to terminate the Contract in accordance with Clause 23.3 and 26.5.

13.5.3 Where the Buyer terminates the Contract under Clause 13.2.2 or the Supplier terminates the Contract under Clause 13.5.1 or 26.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- (c) Clauses 13.4.1(b) to 13.4.1(g) apply.

13.6 Partially ending and suspending the Contract

13.6.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off

Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

- 13.6.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 13.6.3 Where the Buyer has the right to terminate a Call-Off Contract 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.
- 13.6.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 13.6.5 The Parties must agree any necessary Variation required by Clause 13.6.4 using the Variation Procedure, but the Supplier may not either:
 - (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 13.2.
- 13.6.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 13.6.

14. How much you can be held responsible for

- 14.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than one million pounds (£1,000,000).
- 14.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of five million pounds (£5,000,000) or 150% of the Estimated Yearly Charges unless specified otherwise in the Call-Off Order Form.
- 14.3 No Party is liable to the other for:
 - 14.3.1 any indirect Losses; or
 - 14.3.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 14.4 In spite of Clauses 14.1 and 14.2, neither Party limits or excludes any of the following:
 - 14.4.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 14.4.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - 14.4.3 any liability that cannot be excluded or limited by Law; or
 - 14.4.4 its obligation to pay the required Management Charge or Default Management Charge.

- 14.5 In spite of Clauses 14.1 and 14.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 9.3.2, 10.5, 34.2.2 or Call-Off Schedule 2 (*Staff Transfer*) of a Contract or (if used) any of Call-Off Schedule 10 (*Exit Management*), Call-Off Schedule 22 (*Lease Terms*) or Call-Off Schedule 23 (*HMRC Terms*) of a Contract.
- 14.6 In spite of Clause 14.2, the Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Call-Off Schedule 2 (*Staff Transfer*) of the Contract.
- 14.7 In spite of Clauses 14.1 and 14.2, but subject to Clauses 14.3 and 14.4, the Supplier's total aggregate liability in each Contract Year under each Contract under Clause 17.6.4 is no more than the Data Protection Liability Cap.
- 14.8 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 14.9 When calculating the Supplier's liability under Clauses 14.1 or 14.2 the following items will not be taken into consideration:
 - 14.9.1 Deductions; and
 - 14.9.2 any items specified in Clause 14.5.
- 14.10 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of other Suppliers.

15. Obeying the law

- 15.1 The Supplier shall comply with the provisions of Joint Schedule 5 (*Sustainability*).
- 15.2 The Supplier shall comply with the provisions of:
 - 15.2.1 The Official Secrets Act 1911 to 1989; and
 - 15.2.2 Section 182 of the Finance Act 1989.
- 15.3 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 15.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 15.1 and Clauses 30 to 35.

16. Insurance

- 16.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (*Insurance Requirements*) and any Additional Insurances in the Order Form.

17. Data protection and security

- 17.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 10 (*Processing Data*).
- 17.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 17.3 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Security Requirements (if any) and otherwise as required by the Data Protection Legislation.
- 17.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 17.5 If the Government Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Relevant Authority may either or both:
 - 17.5.1 tell the Supplier (at the Supplier's expense) to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 17.5.2 restore the Government Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- 17.6 The Supplier:
 - 17.6.1 must, subject to the Security Requirements (if any), provide the Relevant Authority with copies of Government Data held by the Supplier or any Subcontractor in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 17.6.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 17.6.3 must, subject to the Security Requirements (if any), securely erase all Government Data and any copies held by the Supplier or a Subcontractor when asked to do so by CCS or the Buyer (and certify to the Buyer that it has done so) using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted, unless other than Government Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract; and

- 17.6.4 indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 17 and/or any Data Protection Legislation.

18. What you must keep confidential

- 18.1 Each Party must:
 - 18.1.1 keep all Confidential Information it receives confidential and secure;
 - 18.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 18.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 18.2 In spite of Clause 18.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 18.2.1 where disclosure is required by applicable Law, a regulatory body or 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;
 - 18.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 18.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 18.2.4 if the information was in the public domain at the time of the disclosure;
 - 18.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 18.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 18.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 18.2.8 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.
- 18.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in the Contract by the persons to whom disclosure has been made.

- 18.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:
- 18.4.1 on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - 18.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - 18.4.3 if the Relevant Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 18.4.4 where requested by Parliament;
 - 18.4.5 under Clauses 4.10 and 19; and
 - 18.4.6 on a confidential basis under the audit rights in Clauses 6.3 to 6.8 (inclusive), under Call-Off Schedule 2 (*Staff Transfer*) and under Call-Off Schedule 10 (*Exit Management*) (if used).
- 18.5 For the purposes of Clauses 18.2 to 18.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 18.
- 18.6 Transparency Information and any information that is disclosed pursuant to Clause 19 is not Confidential Information.
- 18.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must use all reasonable endeavours to ensure that Supplier Staff do not either.

19. When you can share information

- 19.1 The Supplier must tell the Relevant Authority within forty eight (48) hours if it receives a Request For Information.
- 19.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of the request from the Relevant Authority the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- 19.2.1 publish the Transparency Information;
 - 19.2.2 comply with any Request for Information; and/or
 - 19.2.3 comply with any Environmental Information Regulations (EIR) request,
- any such cooperation and/or information from the Supplier shall be provided at no additional cost.
- 19.3 To the extent that it is allowed and practicable to do so, the Relevant Authority will use reasonable endeavours to notify the Supplier of a Request for Information and may talk to the Supplier to help it decide whether to publish information under Clause 19, taking into account any agreed Commercially Sensitive Information set out in Joint Schedule 4 (*Commercially Sensitive Information*). However, the extent, content and

format of the disclosure shall be decided by the Buyer, in its sole discretion.

20. Invalid parts of the contract

- 20.1 If any provision or part provision of a Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

21. No other terms apply

- 21.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements, whether written or oral. No other provisions apply.

22. Other people's rights in a contract

- 22.1 The provisions of Clauses 4.10, 8.2.3 and 8.2.4, Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3, 3.1 and 3.3 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Call-Off Schedule 2 (*Staff Transfer*) and the provisions of the Exit Management Requirements that are expressly stated to be enforceable by a third party (together "Third Party Provisions") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (CRTPA).
- 22.2 Subject to Clause 22.1, no third parties may use the CRTPA to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 22.3 Except for the provisions of Clauses 4.10, 8.2.3 and 8.2.4, no Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 22.4 Any amendments or modifications to a Contract may be made, and any rights created under Clause 22.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

23. Circumstances beyond your control

- 23.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
 - 23.1.1 provides a Force Majeure Notice to the other Party; and
 - 23.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 23.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is

itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

- 23.3 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

24. Relationships created by the contract

- 24.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

25. Giving up contract rights

- 25.1 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

26. Transferring responsibilities

- 26.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of a Contract without the Relevant Authority's written consent.
- 26.2 Subject to Joint Schedule 6 (*Key Subcontractors*), the Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 26.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 26.2.2 the proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 26.2.3 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;
 - 26.2.4 the proposed Subcontractor employs unfit persons; and/or
 - 26.2.5 the proposed Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated Regulations.
- 26.3 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 26.4 When CCS or the Buyer uses its rights under Clause 26.3 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

- 26.5 The Supplier can terminate a Contract novated under Clause 26.3 to a private sector body that is experiencing an Insolvency Event.
- 26.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 26.7 If the Relevant Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 26.7.1 their name;
 - 26.7.2 the scope of their appointment;
 - 26.7.3 the duration of their appointment;
 - 26.7.4 a copy of the Sub-Contract; and
 - 26.7.5 whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated Regulations does or may apply to the Sub-contractor.

27. Changing the contract

- 27.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties.
- 27.2 The Supplier must provide an Impact Assessment either:
 - 27.2.1 with the Variation Form, where the Supplier requests the Variation; or
 - 27.2.2 within the time limits included in a Variation Form requested by CCS or the Buyer.
- 27.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
 - 27.3.1 agree that the Contract continues without the Variation; or
 - 27.3.2 refer the Dispute to be resolved using Clause 38 (*Resolving Disputes*).
- 27.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 27.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 27.5.1 reasonably believes that the Variation would materially and adversely affect the risks to health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 27.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

- 27.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 27.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- 27.7.1 of how it has affected the Supplier's costs; and
- 27.7.2 that the Supplier has kept costs as low as possible, including in Subcontractor costs.
- 27.8 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 27.1 to 27.4.

28. How to communicate about the Contract

- 28.1 All notices under the Contract must be in writing and be served by e-mail unless it is not practicable to do so. An email is effective at 9.00am on the first Working Day after sending unless an error message is received.
- 28.2 If it is not practicable for a notice to be served by email in accordance with Clause 28.1, notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.
- 28.3 Notices to CCS must be sent to the CCS Authorised Representative's address or e-mail address in the Framework Award Form.
- 28.4 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or e-mail address in the Order Form.
- 28.5 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

29. Dealing with claims

- 29.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.
- 29.2 At the Indemnifier's cost the Beneficiary must both:
- 29.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- 29.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 29.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

- 29.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 29.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 29.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 29.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 29.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - 29.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

30. Exclusions

- 30.1 During any Contract Period the Supplier shall notify CCS and the Buyer as soon as reasonably practicable if:
 - 30.1.1 the Supplier considers that an exclusion ground within the Procurement Act 2023 and any associated Regulations applies to the Supplier, including where the Supplier is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and
 - 30.1.2 there are any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023.
- 30.2 If the Supplier notifies CCS and the Buyer in accordance with Clause 30.1.1 then the Supplier must promptly provide any information CCS and/or the Buyer reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.
- 30.3 If the Supplier notifies CCS or the Buyer in accordance with Clause 30.1.2 then the Supplier must promptly provide any reasonable information requested by CCS and/or the Buyer in relation to the change to the Supplier's associated persons, including any information set out in the Procurement Regulations 2024.
- 30.4 The Relevant Authority may terminate the Contract if:
 - 30.4.1 the Supplier has failed to provide notification under Clause 30.1.1 as soon as reasonably practicable after the Supplier become aware that an exclusion ground within the Procurement Act 2023 and any associated Regulations does or may apply to the Supplier;

30.4.2 the Supplier has failed to provide notification under Clause 30.1.2 as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023; or

30.4.3 any notification or information provided by the Supplier under Clause 30.1, 30.2 and/or 30.3 is incomplete, inaccurate or misleading,

and the consequences of termination set out in Clauses 13.4.1 shall apply.

30.5 Clause 30.4 is without prejudice to the Relevant Authority's rights to terminate the Contract in accordance with Clause 13.3.1(o).

31. Equality, diversity and human rights

31.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

31.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

31.1.2 any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

31.2 The Supplier must use all reasonable endeavours, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

32. Health and safety

32.1 The Supplier must perform its obligations meeting the requirements of:

32.1.1 all applicable Law regarding health and safety; and

32.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

32.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

33. Environment

33.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

33.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

34. Tax

34.1 The Supplier must 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.
- 34.2 Where the Supplier or any Supplier 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:
- 34.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
 - 34.2.2 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.
- 34.3 At any time during the Contract Period, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
- 34.3.1 demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 34.2.1, or why those requirements do not apply; and
 - 34.3.2 assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 34.2.1.
- 34.4 The Buyer may supply any information they receive from the Supplier under Clause 34.3 to HMRC for revenue collection and management and for audit purposes.
- 34.5 The Supplier must inform the Buyer as soon as reasonably practicable if there any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
- 34.6 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 34.6.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 34.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 34.6.2 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;

- 34.6.3 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 34.2 or confirms that the Worker is not complying with those requirements; and
- 34.6.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

35. Conflict of interest

- 35.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 35.2 The Supplier must promptly notify and provide details to CCS and each Buyer if an actual or potential or perceived Conflict of Interest happens or is expected to happen.
- 35.3 CCS and each Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, potential or perceived Conflict of Interest. If, in the reasonable opinion of CCS or the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, CCS or the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to Clause 35.4, where the reason for the unresolvable actual or potential Conflict of Interest is, in the reasonable opinion of the Buyer:
 - 35.3.1 within the control of the Supplier, the whole of Clause 13.4.1 shall apply; or
 - 35.3.2 outside of the control of the Supplier, Clauses 13.4.1(b) to 13.4.1(g) shall apply.
- 35.4 Where the Supplier has failed to notify CCS and the Buyer about an actual or potential Conflict of Interest and CCS and/or the Buyer terminates under Clause 35.3, the whole of Clause 13.4.1 shall apply.

36. Reporting a breach of the contract

- 36.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected:
 - 36.1.1 breach of Law;
 - 36.1.2 Default of Clause 15.1; and
 - 36.1.3 Default of Clauses 30 to 35.
- 36.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 36.1 to the Buyer or a Prescribed Person.

37. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of the Contract.

38. Resolving disputes

- 38.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 38.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 38.3 to 38.5.
- 38.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 38.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 38.3.1 determine the Dispute;
 - 38.3.2 grant interim remedies; and
 - 38.3.3 grant any other provisional or protective relief.
- 38.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 38.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 38.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 38.4.
- 38.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

39. Which law applies

The Contract and any Disputes arising out of, or connected to it, are governed by English law.