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Digital Outcomes and Specialists Framework Agreement

This Framework Agreement governs the relationship between the Crown Commercial Service (CCS), also known as the 'Authority', and the Supplier. It covers the provision of Digital Outcomes and Specialists 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'.

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Section 1 - The appointment

This section includes the terms relating to the appointment of a Supplier.

1.1	Appointment	Subject to the terms of this Framework Agreement (RM1043iii), the Minister for the Cabinet Office, represented by the Crown Commercial Service (CCS), 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP (the 'Authority'), appoints XXX, ADDRESS, COMPANY REGISTRATION NUMBER (the 'Supplier'), as a Supplier of Digital Outcomes and Specialists services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union reference XXX (OJEU Notice).
1.2	Appointment is to	Delete as appropriate [Lot 1: digital outcomes] [Lot 2: digital specialists] [Lot 3: user research studios] [Lot 4: user research participants]
1.3	Appointment begins at	XX/XX/XXXX
1.4	Appointment expires at	23:59 on XX/XX/XXXX (unless extended by CCS or ends early).
1.5	Extension	Up to 9 months, by CCS giving written notice to Suppliers.
1.6	Call-Off Contract duration	Maximum 24 months.
1.7	Relationship	Neither Party can act as agent of the other or make representations on their behalf.
1.8	Changes to this Framework Agreement	This Framework Agreement may be varied if CCS notifies the Supplier that it wishes to vary the provisions of this Framework Agreement (including any variations suggested by the Supplier) and provides the Supplier with full written details of any such proposed change. Both Parties must agree to the variation and a written variation agreement is signed by both Parties.

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		<p>If no agreement is reached by the Parties within (30) Working Days after notification was given, the Authority may either:</p> <ul style="list-style-type: none">● agree that the Parties shall continue to perform their obligations under this Framework Agreement without the variation or● terminate this Framework Agreement
1.9	Who can buy using this Framework Agreement	Organisations as outlined in the Contract Notice within the Official Journal of the European Union reference XXX ('OJEU Notice'). These are known as 'Buyers'.
1.10	No guarantee of work	<p>Neither CCS nor any other Buyer has to offer the Supplier any Call-Off Contract.</p> <p>Passive behaviour, such as failure to participate in any Further Competition for any 3-month rolling period or failure to notify CCS of their reasons for not competing, may result in the Supplier needing to explain their passive behaviour to CCS or being suspended from this Framework Agreement.</p> <p>No exclusivity has been offered regarding volume or value guarantee by CCS for the provision set out in this Framework Agreement.</p>
1.1.1	Entire agreement	<p>This Framework Agreement is the entire agreement between the Parties.</p> <p>Each of the Parties relies entirely on the undertakings and representations expressed within this Framework Agreement.</p>

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

Signed by, or on behalf of, the Supplier:

Signature:	
Name:	
Position:	
Date:	

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Signed by, or on behalf of, CCS:

Signature:	
Name:	
Position:	
Date:	

Section 2 - Services offered

2. The Supplier must provide Services for the Lot that they've been appointed to. The Digital Outcomes and Specialists framework is split into 4 Lots:

- Lot 1: digital outcomes
- Lot 2: digital specialists
- Lot 3: user research studios
- Lot 4: user research participants

Digital outcomes

2.1 Digital outcomes Suppliers will research, test, design, build, release, iterate, support or retire a digital service to a brief supplied by Buyers.

2.2. The Supplier must:

- comply with 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>)
- understand what it means to work on one of the discovery, alpha, beta, live or retirement phases described in the government service design manual (<https://www.gov.uk/service-manual>)

2.3 The Supplier must provide services within at least one of the following capabilities:

- design
- performance analysis and data
- security
- service delivery
- software development
- support and operations
- testing and auditing
- user research

Digital specialists

2.4 Digital specialists Suppliers will provide government departments and teams with specialists for work on a service, programme or project. The scope and Deliverables will be defined by the Buyer.

2.5 The Supplier must:

- only provide specialists from their existing team
- offer evidence of competence in each role if requested by the Buyer
- ensure all roles support the government service design manual's (<https://www.gov.uk/service-manual/the-team>) description of what you need to build a successful service

2.6 The Supplier must provide at least one of the following roles:

- agile coach
- business analyst
- communications specialist
- content designer or copywriter
- cyber security specialist
- delivery manager or project manager
- designer
- developer
- performance analyst
- portfolio manager
- product manager
- programme delivery manager
- service manager
- technical architect
- user researcher
- visual designer
- web operations engineer

User research studios

2.7 User research will inform the development of all government digital services.

2.8 User research studios Suppliers must provide:

- user research studio hire in the right location on specific dates
- a comfortable, private and safe environment for participants, researchers and observers to work in
- space to conduct interviews, usability tests or focus groups
- facilities where it's possible to watch and record people as they engage with designs, prototypes and live public sector services

User research participants

2.9 All government digital services need to:

- use research to develop a deep knowledge of who the service users are and what that means for the design of the service
- have a plan for ongoing user research and usability testing to continuously seek feedback from users to improve the service

2.10 User research participants Suppliers must:

- be able to recruit participants with a range of experience, eg they should consider diversity, people who are digitally excluded, as well as those who have low literacy or digital skills, and those who need assisted digital support
- be able to recruit user research participants who best reflect the

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users of a service, eg a specific target user group such as people who have recently had a specific experience eg victims, witnesses or jurors

Important information

2.11 Suppliers can make changes to the services they offer over the course of the framework. They can increase or reduce the services they offer within each Lot. They can't add services to Lots in which they don't already have services. Buyers and CCS can request evidence of new skills or capabilities added by a Supplier.

2.12 Failure by the Supplier to provide acceptable evidence may result in the Supplier's new service, or the Supplier, being suspended from the Framework.

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.

Activity that may take place before Further Competition

- 3.4 Before starting a Further Competition, a Buyer will regularly undertake market engagement and publish a draft requirements document for Suppliers. Those Suppliers can give feedback to:
- help the Buyer understand the complexity of the work
 - help improve the quality of the brief that will be issued when the Further Competition starts

Buyer reserves the right not to award

- 3.5 A Further Competition procedure may be cancelled at any time and the Buyer is not obliged to award a Call-Off Contract.
- 3.6 At any stage during the Further Competition, the Buyer may go back to any stage in the competition process and amend requirements if they don't feel that the competition is meeting their need.
- 3.7 The Buyer will test whether the Supplier can deliver their specific requirements.
- 3.8 Suppliers may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all suppliers.

Right to change Further Competition process

- 3.9 CCS may change the Further Competition process and the tools used.

Lot 1: Digital outcomes evaluation process

- 3.10 The Buyer will complete the following Further Competition process:
- 3.10.1 Write a brief detailing their requirements and the outcome they want

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to achieve.

3.10.2 Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:

- the bid submission due date
- the date range for any subsequent evaluation stages

3.10.3 Publish the brief and the evaluation method.

3.10.4 Produce a list of all capable suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement applications.

3.10.5 Provide the brief and evaluation process to the list of capable Suppliers.

3.10.6 Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must answer 'yes' to all essential questions (at least) to proceed to the next stage.

3.10.7 Review the list of interested suppliers who submitted a response and meet all essential criteria.

3.10.8 (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria further yes/no questions. This step can be repeated if necessary.

3.10.9 (Optional) Create a shortlist by asking all suppliers who meet the essential criteria any qualitative questions relating to the brief.

3.10.10 Invite shortlisted Suppliers to further evaluation. This can include any of the evaluation methods indicated when the brief is issued. Evaluation methods may include but are not limited to:

- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- a pitch
- an interview
- providing a reference

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3.10.11 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.10.12 Award a Call-Off Contract to the successful Supplier(s).

3.10.13 Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.

3.11 The Buyer reserves the right to use some, but not all, of the evaluation methods indicated when issuing the brief.

3.12 They will evaluate Suppliers' responses against the following criteria:

Criteria	Weighting range (%)	
Technical merit and functional fit	10 - 60	-
Cultural fit	5 - 20	-
Price	20 - 85	-
	TOTAL	100%

3.13 Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

3.14 If 2 or more Suppliers have the same score, the Buyer will use the criteria with the highest weighting to choose the successful Supplier.

Lot 2: Digital specialists evaluation process

3.15 The Buyer will complete the following Further Competition process:

3.15.1 Write a brief detailing their requirements and the Deliverables they need.

3.15.2 Indicate their evaluation method and criteria for assessing suppliers against the brief together with a timetable for the evaluation process. The timetable will take into account factors like the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders. It will include:

- the bid submission due date
- the date range for any subsequent evaluation stages

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3.15.3 Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement applications.

3.15.3 Send the brief and evaluation process to the list of capable Suppliers.

3.15.4 Request a response from interested suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must answer 'yes' to all essential questions (at least) to proceed to the next stage.

3.15.5 Review the list of interested Suppliers who submitted a response and meet all essential criteria.

3.15.6 (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step can be repeated if necessary.

3.15.7 (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to step 3.15.9.

3.15.8 Invite shortlisted Suppliers to further evaluation to assess whether their proposed specialist can meet their requirements. This can include any or all of the evaluation methods indicated when the brief was issued.

Evaluation methods may include but are not limited to:

- providing a profile
- providing a written proposal which may require the Supplier to respond to specific questions defined by the Buyer
- providing a case study or evidence of previous work
- a presentation
- an interview
- a test
- providing a reference

3.15.9 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.15.10 Award a Call-Off Contract to the successful Supplier(s).

3.15.11 Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.

3.16 The Buyer reserves the right to use some but not all of the evaluation methods indicated when issuing the brief.

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3.17 The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria	Weighting range (%)	
Technical merit and functional fit	10 - 60	-
Cultural fit	5 - 20	-
Price	20 - 85	-
	TOTAL	100%

3.18 Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

3.19 If 2 or more Suppliers have the same score, the Buyer will use the criteria with the highest weighting to choose the successful Supplier.

Lot 3: User research studios evaluation process

3.20 The Buyer will complete the following Further Competition process:

3.20.1 Write a brief detailing their requirements, eg facilities needed, studio location and availability.

3.20.2 Indicate their evaluation method and criteria for assessing suppliers against the brief.

3.20.3 Produce a list of capable Suppliers based on their requirements. This may be generated using information provided by Suppliers in their Framework Agreement applications.

3.20.4 Contact the list of capable Suppliers to find out whether they are able to meet the requirements.

3.20.5 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.20.6 Award a Call-Off Contract to the successful Supplier(s).

3.20.7 Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.

3.21 The Buyer will evaluate Suppliers' responses against the following criteria:

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Criteria	Weighting range (%)	
Technical merit and functional fit	15 - 60	-
Price	40 - 85	-
	TOTAL	100%

3.22 The Buyer may inspect the studios before contract award or before they are used.

3.23 If 2 or more Suppliers have the same score, the Buyer will use the criteria with the highest weighting to choose the successful Supplier.

Lot 4: User research participants evaluation process

3.24 The Buyer will complete the following Further Competition process:

3.24.1 Write a brief detailing their requirements.

3.24.2 Indicate their evaluation method and criteria for assessing suppliers against the brief together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for suppliers to respond. It will include:

- the bid submission due date
- the date range for any subsequent evaluation stages

3.24.3 Produce a list of capable suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement applications.

3.24.4 Send the brief and evaluation process to the list of capable Suppliers.

3.24.5 Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a 'yes' response is essential or desired. A supplier must answer 'yes' to all essential questions (at least) to proceed to the next stage.

3.24.6 Review the list of interested Suppliers who submitted a response and meet all essential criteria.

3.24.7 (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step can be repeated if necessary.

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3.24.8 (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to step 10.

3.24.9 Invite shortlisted Suppliers to a further evaluation stage. Only evaluation methods indicated when issuing the brief can be used. These methods may include but are not limited to:

- providing a written proposal which may require the Supplier to respond to qualitative questions defined by the Buyer
- providing a case study or evidence of previous work
- providing a reference
- an interview

3.24.10 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.24.11 Award a Call-Off Contract to the successful Supplier(s).

3.24.12 Notify unsuccessful Suppliers and provide shortlisted suppliers with feedback.

3.25 The Buyer reserves to right to use some but not all of the evaluation methods indicated when issuing the brief.

3.26 The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria	Weighting range (%)	
Technical merit and functional fit	10 - 80	-
Availability	10 - 80	
Price	20 - 80	-
	TOTAL	100%

3.27 Weightings for technical merit and functional fit, availability and price must make 100% when added together.

3.28 If 2 or more Suppliers have the same score, the Buyer will use the criteria with the highest weighting to choose the successful Supplier.

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Section 4 - How Services will be delivered

Methodologies

4.1 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the Statement of Work (SOW).

4.2 Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to better meet user needs.

4.3 Projects may need the best of both waterfall and agile methods, playing to their respective strengths.

4.4 Guidance can be found at:

- the service design manual - <https://www.gov.uk/service-manual/agile>
- the technology code of practice - <https://www.gov.uk/service-manual/technology/code-of-practice.html#using-the-technology-code-of-practice>

Standards

4.5 The Supplier must support Buyers:

- through successful Service Standard assessments - <https://www.gov.uk/service-manual/digital-by-default>
- to develop services based on open standards and accessible data protocols, to ensure they are interoperable - <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>
- to comply with any standards that are compulsory in government - <http://standards.data.gov.uk/challenges/adopted>

Security

4.6 The Supplier must support Buyers according to:

4.6.1 the Baseline Personnel Security Standard (BPSS), where this minimum level of security clearance is necessary. Additional levels of security clearance may be required by the Buyer at Call-Off Contract and may include:

- Security Check (SC)
- Developed Vetting (DV)
- Counter-Terrorist Check (CTC)

4.6.2 the Supplier assurance framework for contracts at the 'Official' information security level -

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<https://www.gov.uk/government/publications/government-Supplier-assurance-framework>

4.6.3 any relevant security guidance -

<https://www.gov.uk/government/collections/government-security>

4.6.4 the Cyber Essentials scheme

-<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>)

4.6.5 the Government Security Classification -

<https://www.gov.uk/government/publications/government-security-classifications>

These may change occasionally.

Code of conduct

4.8 The Supplier must support Buyers according to the Civil Service conduct and guidance

<https://www.gov.uk/government/collections/civil-service-conduct-and-guidance>.

This may change occasionally.

Warranty and liability

4.9 Anything expressed as a warranty in this Framework Agreement will not preclude any right of termination for its breach.

4.10 The Supplier warrants that the information it provided when applying for this Framework Agreement:

- remains valid at the start date of Framework Agreement, and any changes to this information will be documented and agreed
- will be deemed repeated in any Call-Off Contract

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Section 5 - What happens if the services are not delivered

Suspension, termination and expiry

5.1 CCS may choose to suspend or terminate at its discretion for any of the following:

Cause by CCS

5.2 If a Supplier Insolvency Event occurs, CCS is entitled to suspend or terminate this Framework Agreement.

5.3 CCS may ask for an improvement plan and suspend the Supplier from taking part in subsequent Further Competitions under the Framework Agreement if the Supplier:

- fails to meet any of the Key Performance Indicator Targets listed within section 6 (What you report to CCS), on at least 3 occasions within a 12-month rolling period
- demonstrates poor performance of a Call-Off Contract, evidenced through scoring a 'red' status on any one of the 4 KPI Targets listed on the balanced scorecard, on at least 2 occasions within a Call-Off contract duration, or within a period of 3 months (whichever is the soonest)

This improvement plan must clearly detail the improvements and associated timeframes that the Supplier intends to meet to achieve the KPI Targets. The plan must be agreed by CCS. Failure to achieve the improvements laid out in the plan, or failure to produce an improvement plan may result in termination of the agreement.

5.4 If at least 3 MI Failures occur within a 6-month rolling period, CCS is entitled to suspend or terminate this Framework Agreement.

Misconduct in connection with Call-Off Contract

5.5 CCS may choose to suspend or terminate the Supplier from the Framework Agreement and Buyers may exclude Suppliers from the Further Competition if:

- the Supplier has previously falsely responded to Further Competitions (for example responded 'yes' to a requirement that they could not fulfil)
- the Supplier has previously tried to renegotiate terms following award of a Call-Off Contract

Continuing Force Majeure

5.6 Force Majeure means anything affecting either Party's performance of their obligations arising from:

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- 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

5.7 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

5.8 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 Working Days.

Without cause by CCS

5.9 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.

Termination on change of Control

5.10 CCS may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect within 1 month of either:

- 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
- where no notification has been made, the date that CCS becomes aware that a change of Control has occurred or is contemplated

5.11 If CCS determines at its absolute and sole discretion that the change is prohibited under the Regulations or, where approval has not been granted before the change of Control, if CCS reasonably believes that such change is likely to have an adverse effect on the provision of the Services.

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

Fraud

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- 5.13 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

5.14 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.

5.15 Subject to clause 5.9, 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.

5.16 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.

5.17 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 until the the latest expiry date of any Call-Off Contract established under this Framework Agreement.

Assurance verification

5.18 The Supplier accepts that a key element of the Framework Agreement is an Assurance verification process. This is where CCS, and other agents appointed by CCS, verifies any claims made by the Supplier in their Application.

5.19 The Assurance verification process is integral to the qualification process for this Framework Agreement. Thereafter, Assurance verification will continue to verify that any information submitted is an accurate reflection of the Supplier and its service offering.

5.20 The Supplier's failure to maintain the appropriate level of Assurance verification will result in the suspension of either the Supplier or the particular service offering.

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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 template report 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 initial reporting template is set out in schedule 2.

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

6.5 On a monthly basis the Supplier must:

- report on each bid submitted
- report on each order agreed
- report on each Statement of Work agreed
- report on each invoice raised or submitted in each month
- use the template and complete all appropriate data fields provided to submit your 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 template will be returned by uploading it directly to the CCS Management Information System Online (MISO) system unless specified otherwise 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 a particular 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 your submission
- the Supplier uses the wrong template
- the Supplier's report is late
- the Supplier fails to submit a 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 Working Days following receipt of any such reminder.

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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 waiting for the information to be provided by the Supplier..

6.12 CCS and others, retain the right to request all information and reserve Audit rights related to the Call-Off Contract.

Admin fees

6.13 The admin fee is the amount payable by the Supplier to CCS if:

- it incurs costs because of incorrect MI
- the MI isn't 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

6.14 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.

6.15 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.

6.16 Any exercise by CCS of its rights under this paragraph will be without prejudice to any other rights that may arise following the terms of the Framework Agreement.

Customer satisfaction monitoring

6.17 CCS may undertake a satisfaction survey.

6.18 The scope of this survey will include:

- assessing the level of satisfaction of the supply of Services
- monitoring the compliance by the Supplier with the terms of its Application
- any other assessment it may deem appropriate for monitoring

Key Performance Indicators

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

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KPI no	Performance Criteria	Target	Measured by
Contract Management			
1	Respond to CCS for any Framework management matters	≥ 95%	<ul style="list-style-type: none"> ● Responding to correspondence (email or phone) from CCS within 2 Working Days ● Resolving issues raised within 5 Working Days
2	Provide the Model Self Audit Certificate in accordance with Clause 7 within 2 weeks of the end of each Contract Year	100%	Confirmation of receipt by CCS must be received within 2 weeks of the end of each Contract Year by CCS
3	Provide a report to detail the number of Call-Off Contract variations within each Quarter	100%	Provision of the report 2 weeks after the end of each Quarter
Management Information			
4	Complete, accurate MI template to be returned to CCS by the Reporting Date	100%	Complete and accurate MI template submitted to CCS by the Reporting Date
5	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
6	Provide accurate and full breakdown of pricing for Services within 14 Working Days of a request from CCS	100%	Confirmation of receipt of full and accurate information by CCS
7	Provide accurate and full information when requested by CCS for pricing calculations relating to a fixed or capped price bid under a Call-Off Contract	100%	Confirmation of receipt of full and accurate information by CCS
Customer Service			
8	Customer satisfaction	Customer satisfaction of 90% or	% of responders who are satisfied or better at the end of Sprint/Release customer

		above.	satisfaction report. At the end of each Sprint as part of the retrospective, the buyer will use the Balanced Scorecard to score their satisfaction against Supplier's performance during that Sprint/Release.
9	Responsiveness to Further Competitions	≥ 95% per Quarter	Responding to Further Competitions issued via the Framework (at shortlisting stage). A response is defined as a communication to the Buyer confirming that a bid or no bid will be provided.

Balanced Scorecard

6.20 In accordance with the terms of the Call-Off Contract, CCS will have the right to view information shared between the Supplier and the Buyer as part of the balanced scorecard process.

Management Charge

6.21 CCS will be entitled to submit invoices to the Supplier in respect of the Management Charge due each month based on the MI provided by the Supplier.

6.22 The Supplier will pay CCS the Management Charge each month, with the amount invoiced, within 30 days.

6.23 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.

6.24 The Management Charge excludes VAT.

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 Call-Off Contract will permit:

- 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's or the Buyer's sole discretion) any representations made by the Supplier regarding the application of any relevant FoIA or EIR exemptions
- CCS or the Buyer to publish any information provided by the Supplier as part of the preliminary market consultation or Further Competition

7.3 The Supplier agrees that information contained within its response may be incorporated by CCS into any contract awarded to or any Framework Agreement concluded with the Supplier and as a result, it may be published.

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
- 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:

- 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

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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:

- 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 this time 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 all framework and Call-Off Contracts
- keep MI reports
- maintain access to its published accounts and trading entity information
- maintain an asset register of all Intellectual Property Rights (IPR), Equipment and facilities (used, acquired, developed) under this Framework Agreement
- maintain proof of its compliance with obligations under Data Protection, and Transparency and Security regulations
- 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
- 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 unreasonable delay
- provide all information within scope
- give auditors access to:
 - each site controlled by the Supplier
 - any Equipment used to provide the services
 - the Supplier's staff

7.11 An auditor will be able to review, inspect and examine the Supplier's

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records and accounts associated with this Framework Agreement and any Call-Off Contracts. This is to:

- verify the accuracy of:
 - the Charges (and proposed or actual variations to them in accordance with this Framework Agreement)
 - the costs of the Supplier (including any subcontractor's costs)
- 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
- carry out an examination following Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources
- review any internal contract management accounts kept by the Supplier in connection with this Framework Agreement
- 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
- review all central government public sector expenditure placed with the Supplier including through routes outside the Framework Agreement, to verify that the Supplier's practice is consistent with the Government's transparency agenda, which requires all public sector bodies to publish details of expenditure on common goods and services
- 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 1% 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 - Charges and payment

Generic - All services

8.1 The Supplier's price ranges may be published on the Digital Marketplace and will be used when entering into a Call-Off Contract.

8.2 The Supplier is not permitted to exceed its maximum or standard prices (depending on Lot) in any Call-Off quotes.

8.3 The Supplier will be able to propose changes to their prices during the duration of the Framework Agreement and add new Service(s) as described in Section 2 - 'Services offered'. CCS will consider the proposal based on its merits and approve accordingly.

8.4 In connection with any Call-Off competition, the Supplier will provide pricing in the format and pricing mechanism, including any discount structures, specified by the Buyer in the call-off brief. The Buyer may request that the Supplier provide a breakdown of the total price. The Supplier must provide cost breakdown in the format and to the timetable requested by the Buyer. Failure of the Supplier to do this means the Buyer may reject the Suppliers bid.

8.5 All prices bid by Suppliers during Further Competition will be honoured by the Supplier for the duration of the Call-Off Contract or such period defined by the Buyer in the Further Competition.

8.7 Where a Buyer chooses to re-award the Call-Off Contract as permitted under clause 23 in the Call-Off Contract terms and conditions, the next 'available and best placed' Supplier will honour the pricing in their original bid for the duration of the Call-Off Contract awarded to them, or such period defined by the Buyer in the Further Competition.

8.8 The Supplier will invoice the Buyer the full cost of the service and will not require the Buyer to pay any third party for services supplied by the Supplier.

8.9 All prices bid by Suppliers during Further Competition will be best and final.

Digital outcomes

8.10 The Supplier will provide a total price for delivery of the outcome.

8.11 The Buyer may require the Supplier to clarify their pricing.

Digital specialists

8.12 As part of the Framework application, the supplier will provide a day rate

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price range per role per Working Day. The maximum day rate will be the maximum a Supplier can charge per day for that specific role.

8.13 The day rate ranges will be submitted by the Supplier through the Digital Marketplace when they apply for the framework and may be amended as set out in clause 8.3.

8.14 During Further Competition, the Supplier will provide a day rate for the role and skills required by the brief. The day rate price excludes VAT, and excludes Travel and Expenses – which is capped at the Buyer expense policy maximum.

User research studios

8.15 As part of the Framework application, the Supplier will provide the standard price to hire each studio they offer (excluding optional extras) for the minimum period that the studio can be hired for. The price will include standard facilities and amenities.

8.16 During Further Competition, the Supplier will provide a total cost for the studios based on the facilities required by the Buyer and the period over which the studio is required.

User research participants

8.17 As part of the Framework application, the Supplier will provide the price range to recruit a user research participant.

8.18 During Further Competition, the Supplier will provide a total cost per participant recruited. Participant price will include all incentives, recruitment and any travel and subsistence costs paid to participants. The Supplier may be asked to provide a breakdown of their pricing.

8.19 The Buyer will not need to pay for participants who do not come on the day.

8.20 The Supplier is solely responsible for payments to participants. Neither CCS nor the Buyer will be responsible for making any such payments.

Section 9 - General legal governance

Law and jurisdiction

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

9.2 The remaining part of the Framework Agreement will still apply if any part of it is deemed illegal or invalid by a UK court.

Legislative change

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

9.4 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

9.5 Prevention of bribery and corruption

9.5.1 The Supplier will ensure that any person acting on the Supplier's behalf will not commit any Prohibited Act in connection with this Framework Agreement.

9.5.2 If the Supplier breaches this clause, CCS may terminate this Framework Agreement and Buyers may terminate the Call-Off Contracts.

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

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

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

9.6 Freedom of Information Act

9.6.1 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).

9.6.2 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.

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

9.6.4 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.

9.6.5 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

9.6.6 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.

9.6.7 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.

9.7 Promoting tax compliance

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

- notify CCS in writing within 5 Working Days of its occurrence
- promptly provide CCS with:

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- 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

9.7.2 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.

9.8 Official Secrets Act

9.8.1 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.

9.9 Subcontracting

9.9.1 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.

9.10 Environmental requirements

9.10.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

9.10.2 The Supplier must support Buyers in their efforts to work in an environmentally-friendly way, eg by helping them engage in practices like recycling or lowering their carbon footprint.

Other Parties

9.11 Rights of Third Parties

9.11.1 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.

9.11.2 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.

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9.11.3 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

9.12 Complaints handling and resolution

9.12.1 Either Party will notify the other Party of any complaints made by Buyers, which are not resolved within 5 Working Days.

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

9.12.3 The Supplier will work to resolve the complaint within 10 Working Days.

9.12.4 Within 2 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

9.13 The Supplier must not be in a position where there is a conflict, or a potential conflict, between its interests (or the interests of 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.

9.14 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).

9.15 The Supplier will fully compensate and keep the Buyer and the Crown 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

9.16 The Supplier will not do anything which may damage the public reputation of CCS or the Buyer. CCS may terminate this Framework Agreement and the Buyer may terminate the Call-Off Contract for Material Breach. This will happen if the Supplier causes material adverse publicity relating to or affecting CCS or the Buyer, this Framework Agreement or the Call-Off Contract. 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.

9.17 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

9.18 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

9.19 The Supplier will not unlawfully discriminate within the meaning and scope of any Law relating to discrimination.

9.20 The Supplier will make sure that all Supplier Staff engaged or employed in the execution of this Framework Agreement and any Call-Off Contract observe this clause.

9.21 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

Use of assets

9.22 Intellectual Property Rights and indemnity

9.22.1 Neither CCS, the Buyer nor the Supplier will acquire any right, title or interest in the other's Intellectual Property Rights (IPR).

9.22.2 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. The Supplier will maintain the same in full force and effect during this Framework Agreement and all Call-Off Contracts.

9.23 Data

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9.23.1 The Supplier will comply with any notification requirements under the Data Protection Act.

9.23.2 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

9.23.3 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

9.23.4 It is recommended that Suppliers and Buyers sign a Non-Disclosure Agreement before they share any Confidential Information.

9.24 Premises

9.24.1 Where either party uses the other party's premises, such party is liable for all Loss or damage it causes to the premises. Such party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

9.24.2 The Supplier will use the premises solely for the Call-Off Contract.

9.24.3 The Supplier will vacate the premises upon termination or expiry of the Call-Off Contract.

9.24.4 This Framework Agreement clause does not create a tenancy.

9.24.5 While on the Buyer's premises, the Supplier will:

- ensure the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer

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- comply with any instructions from the Buyer on any necessary associated safety measures
- notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to property which could give rise to personal injury

9.24.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

9.24.7 All Equipment brought onto the premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

9.25 Equipment

9.25.1 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any Loss of, or damage to, any Equipment.

9.25.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

Communication

9.26 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@crownccommercial.gov.uk.

9.27 The following table sets out the method by which notices may be served under this contract 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

9.28 The Supplier will have employer's liability insurance of at least £5,000,000 prior to framework award, except where the Supplier employs only the owner or close family members.

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Section 10 - (Legal) terms defined

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

'Application'	The response submitted by the Supplier to the Invitation to Tender dated XXXX 2015
'Assurance'	The verification process undertaken by CCS as described in section 9.1.1 of the Invitation to Tender
'Authority'	The Crown Commercial Service (CCS), representing the Minister for the Cabinet Office
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within this Framework Agreement
'Buyer's Confidential Information'	<p>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</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</p>
'Buyer Data'	Data that is owned or managed by the Buyer, including personal data gathered for user research, eg recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer, including software which is or will be used by the Supplier for the purposes of providing the Services but excluding the Supplier Software
'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 key information summary, order form, requirements, Supplier's response, Statement of Work (SOW), contract change notice and terms and conditions as set out in the Call-Off Contract order form</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract,

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	as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW
'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
'Confidential Information'	CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to): <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
'Customer Cause'	Any breach by the Buyer of its obligations under a Call-Off Contract or any other default, negligence or negligent statement of the Buyer
'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 in connection with or in relation to this Framework Agreement or the

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	Call-Off Contract The Supplier is liable to CCS and in relation to the Call-Off Contract, the Supplier is liable to the Buyer
'Deliverable'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services
'Digital Marketplace'	The government marketplace where services will be bought (https://www.digitalmarketplace.service.gov.uk/)
'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
'Further Competition'	The Further Competition procedure as described in Section 3 - how Services will be bought.
'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
'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:

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	<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'	<p>This includes:</p> <ul style="list-style-type: none"> ● copyright and rights related to protection similar to copyright ● applications for registration and the right to apply for registration ● all other rights having equivalent or similar effect in any country or jurisdiction
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'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
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% 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 of this Framework Agreement
'Material Breach'	<p>A breach by the Supplier of the following Clauses in this Framework Agreement:</p> <ul style="list-style-type: none"> ● Subcontracting

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	<ul style="list-style-type: none"> ● Non-Discrimination ● Conflicts of Interest and Ethical Walls ● Warranties and Representations ● Provision of Management Information ● Management Charge ● Prevention of Bribery and Corruption ● Safeguarding against Fraud ● Data Protection and Disclosure ● Intellectual Property Rights and Indemnity ● Confidentiality ● Official Secrets Act ● Audit <p>A material breach of a Call-Off Contract</p>
'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 Digital Outcome and Specialist services placed by a Buyer with the Supplier
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS
'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
'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract

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'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/ukxi/2015/102/contents/made) [and the Public Contracts (Scotland) Regulations 2015]
'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
'Requests for Information'	A request for information or an apparent request under the Code 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 Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Clause 7.4.1.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract
'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
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to a Call-Off Contract
'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 Digital Outcomes and Specialists services who can bid for Call-Off Contracts. as outlined in the Contract Notice within the Official Journal of the European Union reference XXX (OJEU Notice).
'Supplier Staff'	All persons employed by the Supplier together with the Supplier's Suppliers and Subcontractors used in

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	the performance of its obligations under this Framework Agreement or any Call-Off Contracts
'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

10.2 Interpretation

10.2.1 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

10.2.2 In the event and to the extent only of any conflict between any provisions of this Framework Agreement the conflict will be resolved, subject to this schedule, in accordance with the following order of precedence:

- the clauses

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- section 1 (- what we're buying) (excluding the Supplier's Application at Part B of framework Schedule 1 and Schedule 2
- framework schedules 2 to 8 inclusive and any annexes to them

10.2.3 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:

- 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)

10.2.4 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.

10.2.5 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.

Using the Digital Marketplace

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

