

# Summary of G-Cloud 9 framework agreement changes

Disclaimer: This document is not intended to be a legally binding document. Suppliers should seek their own legal advice about the G-Cloud 9 (G9) contract documents and the changes from G-Cloud 8 (G8).

<b>G-Cloud 9 reference</b>	<b>Page number</b>	<b>Summary of change</b>
Introduction	2	Simplification of introduction.
Various clauses	3	G-Cloud 9 specific detail has been inserted including new appointment date, expiry date. Wording has been simplified for readability.
Clause 1.5	3	Framework Agreement extension period has been increased from 6 to 12 months with written notice to suppliers from the Crown Commercial Service (CCS).
Clause 1.7	3	Call-Off Contracts can now be extended by Buyers for 2 periods of up to 12 months each provided: <ul style="list-style-type: none"> <li>• Buyers must obtain Government Digital Service (GDS) spend controls approval before extending the contract</li> <li>• Suppliers provide an additional exit plan which complies with the obligations in the Call-Off Contract</li> </ul>
Clause 2.1	4	New lot structure for G9 with 3 lots: <ul style="list-style-type: none"> <li>• Lot 1: Cloud hosting</li> <li>• Lot 2: Cloud software</li> <li>• Lot 3: Cloud support</li> </ul>
Clause 2.2	4	Description of Lot 1 requirements have been updated to provide further detail.
Clause 2.3	5	Description of Lot 2 requirements have been updated to provide further detail.
Clause 2.4	6	Description of Lot 3 requirements have been updated to provide further detail.
Clauses 2.5 to 2.7	6	Further clarification of the scope of any Additional Services which might be required by Buyers. Other clauses from G8 which were in this section have been simplified and consolidated into section 3 of the Framework Agreement.
Clauses 3.1 to 3.13	7	This section has been reordered and some clauses consolidated. There has been some simplification for readability. A new clause has been added at clause 3.5 requiring Suppliers to tell prospective Buyers about their Digital Marketplace offering on G9. Otherwise, there are no significant changes.
Clauses 3.14 to 3.21	8	There has been some consolidation of clauses and the clauses have been simplified for readability.

Clause 4.1	9	The warranties, representations and undertakings have been simplified for readability and reordered. New bullet 6 added about Supplier Tax Non-Compliance, which is required by government policy. Bullet 8 has been moved from the Call-Off Contract into the Framework Agreement.
Clauses 4.2 to 4.6	9	Liability provisions have been reordered and simplified. General exclusions, duty to mitigate and specific exclusions have been grouped at the top (and split out in the case of specific exclusions). Liability for CCS Data has been specifically set out as a direct recoverable loss. New clause added at 4.6 - Supplier will not be liable for direct losses to the extent it is caused by the negligence or wilful misconduct of CCS or to the extent caused by CCS breach under the Framework Agreement.
Clause 4.7	10	This clause has been moved into the Framework Agreement from the Call-Off Contract.
Clauses 4.11 and 4.12	10	New clauses clarifying that the Parties don't intend the delivery of Services to fall within the IR35 legislation and the right for CCS to End this Framework Agreement with the Supplier if it reasonably considers this is the case.
Clause 5.1	10	New bullet added to clarify that CCS may End the Framework Agreement with the Supplier for Material Breach and if Service delivery falls within IR35.
Clause 5.2	10	Force Majeure Event definition (and exclusions) moved to the glossary. Exclusions in the glossary now include any failure by the Supplier to comply with its business continuity and disaster recovery obligations.
Clause 5.4	11	New clause added clarifying that an affected Party will not be liable for failures to perform as a result of a Force Majeure Event.
Clause 5.5	11	New clause added requiring an affected Party to notify the other where there is a Force Majeure Event or a potential Force Majeure Event.
Clause 5.6	11	New clause added requiring the Parties to use reasonable endeavours to continue to perform their obligations during a Force Majeure Event and to mitigate the effects.
Clause 5.9	11	Simplification of drafting. The time period allowing CCS to End the contract for change of control has been extended to 6 months to give CCS enough time to make a comprehensive assessment.
Clause 5.13	11	New clause. Suppliers must notify CCS in writing if it suspects that a Prohibited Act has or could take place.
Clauses 6.11 and 6.12	13	For clarity, the Supplier now grants CCS a licence to use the Management Information for its operational activities

		along with a corresponding obligation to minimise risk of breach of Supplier confidentiality.
Clause 6.20	14	The management charge is initially set at 0.75%. For G8 the management charge was 0.5%.
Clause 6.23	14	New clause to clarify that the Supplier must pay VAT on the management charge.
Clause 6.24	14	New clause which applies the Late Payment of Commercial Debts (Interest) Act 1998 to late payments of the management charge.
Clause 6.26	14	New clause clarifying that CCS can include the results of a Buyer satisfaction survey on the Digital Marketplace for Buyers to use when making decisions.
Clause 7.2	15	New bullet added to clarify that CCS can publish Supplier information as part of any early market engagement (subject to the FoIA exemption tests about confidential information and commercial sensitivity).
Clause 7.7	15	Removal of the bullet 'allow the previously listed auditors to inspect or audit its records'. This was duplication. Removal of the bullet about the requirement to keep 'data' from all Call-Off Contracts using the timescales in clause 7.6, which may have conflicted with the Supplier's obligations (including those under the Data Protection Act (DPA)). General consolidation and simplification of clauses.
Clauses 8.2 and 8.3	17	These clauses have been moved into the Framework Agreement from the Call-Off Contract. Insertion of 'the completed' Order Form into the order of precedence ensuring that the specifics required by the Buyer at Call-Off Contract stage take precedence over other documents, except for the Framework Agreement.
Clause 8.4	17	Clarification that the Framework Agreement is not intended to create legal relations other than that of Buyer and Supplier.
Clauses 8.32 to 8.34	19	Rewording and consolidation of clauses in this section. Clarification in 8.34 that the Supplier is responsible for acts and omissions of its Subcontractors and also Supplier Staff as though they are its own.
Clause 8.35	20	Clarification that CCS reserves the right to transfer its rights and obligations under the Framework Agreement to various bodies (in anticipation of any changes which could occur as a result of the normal course of government).
Clause 8.46	21	New clause clarifying that the Supplier must notify a Buyer if there is a conflict of interest, or risk of a conflict of interest, before it starts work under a Call-Off Contract and how it intends to mitigate that risk. This gives the

		Buyer the opportunity to consider the arrangements in place before awarding a Call-Off Contract.
Clauses 8.57 to 8.62	21	<p>New stronger obligations which reflect the statutory position for Data Protection including:</p> <ul style="list-style-type: none"> <li>• a Supplier obligation to ensure it has the appropriate security measures in place (8.59)</li> <li>• notifying and providing information to CCS to demonstrate DPA compliance (8.60, bullets 1 and 2)</li> <li>• ensuring DPA compliance (8.60, bullet 3)</li> <li>• ensuring CCS and Buyer data is not processed outside the European Economic Area without written approval from CCS or the Buyer</li> </ul> <p>New clauses to give effect to any Data Subject access requests (8.61 and 8.62).</p>
Clause 8.64	22	New clause 8.64 clarifying that service of legal actions and other disputes (other than under the dispute resolution process) cannot be served by email and must use the addresses in clause 8.64.
Clause 8.65	22	Minor change clarifying that Employer's Liability Insurance is required unless the Supplier is exempt under any law.
Clauses 8.72 to 8.82	23	Dispute resolution process from the Call-Off Contract has been inserted into the Framework Agreement and will apply for Framework Agreement disputes. This process is flowed down into the Call-Off Contract. See clause 2 (Incorporation of terms) of the Call-Off Contract.
Clauses 8.83 to 8.86	24	Confidentiality clauses from the Call-Off Contract have been inserted into the Framework Agreement and will now apply between CCS and the Supplier, enhancing both parties' protection at Framework Agreement level. This process is flowed down into the Call-Off Contract. See clause 2 (Incorporation of terms) of the Call-Off Contract.
Schedule 1 - MI reporting template	25	This was Schedule 2 in the G8 Framework Agreement.
Schedule 2 - Self audit certificate		This was Schedule 1 in the G8 Framework Agreement.
Schedule 3 - Glossary and interpretations	26	<p>Creation of a specific schedule for the Framework Agreement glossary.</p> <p>Various minor amends and simplification of language to the defined terms in the glossary.</p>
Standards and PSN	Moved to Call-Off Contract	Clauses about standards and Public Services Network (PSN) requirements have moved to clauses 14.1 to 14.5 of the Call-Off Contract.