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This Framework Award Form creates the Framework Contract RM6116 Network Services 3. It summarises the main features of the procurement and includes CCS and the Supplier’s contact details.

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|  | **CCS**  | The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS). Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP. |
|  | **Supplier** |

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| --- | --- |
| Name:  | **[Insert** name (registered name if registered)] |
| Address:  | [**Insert** address registered address if registered] |
| Registration number:  | [**Insert** registration number if registered] |
| SID4GOV ID: | [**Insert** SID4GOV ID if you have one] |
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|  | **FrFramework Contract** | This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables [in Lot(s) [x, y]. You cannot deliver in any other Lot under this contract. Any references made to other Lots in this contract do not apply.] This opportunity is advertised in the Contract Notice in the Find a Tender Service reference [**Insert** reference number] (FTS Contract Notice). |
|  | **Deliverables**  | **[Insert** general description of the Deliverables, by Lot if relevant]See Framework Schedule 1 (Specification) for further details. |
|  | **Framework** **Start Date** | [**Insert** Day Month Year] |
|  | **Framework Expiry Date** | [**Insert** Day Month Year] |
|  | **Framework****Optional****Extension****Period** | [**Insert** detail about extensions of this contract]Up to [**Insert** Day Month Year] |
|  | **Order****Procedure** | * further competition
* direct award

See Framework Schedule 7 (Call-off Award Procedure) |
|  | **Framework Incorporated Terms** (together these documents form the ‘the Framework Contract’) | The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:1. This Framework Award Form
2. Any Framework Special Terms (see Section 10 ‘Framework Special Terms’ in this Framework Award Form)
3. Joint Schedule 1 (Definitions) RM6116
4. Call-Off Schedule 17 (MOD Terms)
5. Joint Schedule 11 (Processing Data) RM6116
6. The following Schedules for RM6116 (in equal order of precedence):
	* Framework Schedule 1 (Specification)
	* Framework Schedule 3 (Framework Prices)
	* Framework Schedule 4 (Framework Management)
	* Framework Schedule 5 (Management Charges and Information)
	* Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules:
		+ Call-Off Schedule 1 (Transparency Reports)
		+ Call-Off Schedule 2 (Staff Transfer)
		+ Call-Off Schedule 3 (Continuous Improvement)
		+ Call-Off Schedule 4 (Call-Off Tender)
		+ Call-Off Schedule 5 *(*Pricing Details)
		+ Call-Off Schedule 6 (ICT Services)
		+ Call-Off Schedule 7 (Key Supplier Staff)
		+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
		+ Call-Off Schedule 9 (Security)
		+ Call-Off Schedule 10 (Exit Management)
		+ Call-Off Schedule 11 (Installation Works)
		+ Call-Off Schedule 12 (Clustering)
		+ Call-Off Schedule 13 (Implementation Plan and Testing)
		+ Call-Off Schedule 14 (Service Levels)
		+ Call-Off Schedule 15 (Call-Off Contract Management)]
		+ Call-Off Schedule 16 (Benchmarking)
		+ Call-Off Schedule 18 (Background Checks)
		+ Call-Off Schedule 19 (Scottish Law)
		+ Call-Off Schedule 20 (Call-Off Specification)
		+ Call-Off Schedule 21 (Northern Ireland Law)
		+ Call-Off Schedule 22 (Lease Terms)
		+ Call-Off Schedule 23 (HMRC Terms)
		+ Call-Off Schedule 24 (Supplier Furnished Terms)
* Framework Schedule 7 (Call-Off Award Procedure)
* Framework Schedule 8 (Self Audit Certificate)
* Framework Schedule 9 (Cyber Essentials Scheme)
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* Joint Schedule 6 (Key Subcontractors)
* Joint Schedule 7 (Financial Difficulties)
* Joint Schedule 8 (Guarantee)
* Joint Schedule 9 (Minimum Standards of Reliability)
* Joint Schedule 10 (Rectification Plan)
* Joint Schedule 12 (Supply Chain Visibility)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6116
3. Framework Schedule 2 (Framework Tender) RM6116 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above
4. Call-Off Schedule 25 (Supplier Operational Terms)
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|  | **Framework Special Terms** |

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| Special Term 1 | A new Clause 2.11 shall be added to the Core Terms:“The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).” |
| Special Term 2 | Clause 3.2.11 of the Core Terms shall be deleted and replaced with the following:“Not used.” |
| Special Term 3 | Clause 3.2.2 of the Core Terms shall be deleted and replaced with the following:“Not used.” |
| Special Term 4 | Clause 7.4 of the Core Terms shall be deleted and replaced with the following:“If requested, the Supplier will provide a list of Supplier Staff needing access to the Buyer's Premises and say why access is required” |
| Special Term 5 | Clause 8.7 of the Core Terms shall be deleted and replaced with the following:“The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, those warranties and indemnities provided by third parties that are specifically associated with and particular to the Deliverables provided to the Buyer. Where any such warranties are held on trust, the Supplier shall enforce such warranties as required by the Buyer on the Buyer’s behalf in order to provide the Services and shall do so in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.” |
| Special Term 6 | Core Terms Clause 11.2 – amend “£5 million” to “£1 million” |
| Special Term 7 | Clause 14.1 of the Core Terms shall be deleted and replaced with the following:“The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).” |
| Special Term 8 | Core Terms Clause 24.2 – add the following additional text at the end of the Clause :“If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree before the Impact Assessment began.” |
| Special Term 9 | Core Terms – add the following provision:“36. Telecoms Expense ManagementThe Supplier shall provide without charge to a TEM Provider nominated by the Buyer the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential).” |
| Special Term 10 | Joint Schedule 5 – Corporate Social ResponsibilityThe application of clause 3.1.8 within Joint Schedule 5 - Corporate Social Responsibility applies only in respect of Lot 1a |
| Special Term 11 | Clause 10.2.2 of the Core Terms shall be deleted and replaced with the following:“Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form or 90 days (whichever is greater)." |

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|  | **Framework Prices**  | Details in Framework Schedule 3 (Framework Prices) |
|  | **Insurance** | Details in Annex of Joint Schedule 3 (Insurance Requirements). |
|  | **Cyber** **Essentials Certification** | Cyber Essentials Scheme Certificate (or equivalent). Suppliers must provide evidence of their CE certificate (or equivalent ISO27001) to be awarded to the framework. Details in Framework Schedule 9 (Cyber Essentials Scheme) |
|  | **Management Charge** | The Supplier will pay, excluding VAT, **1%** Management Charge of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts. |
|  | **Supplier** **Framework****Manager** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Authorised Representative** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Compliance Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Supplier Data Protection** **Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Data Protection Liability Cap** | £10,000,000 |
|  | **Supplier** **Marketing Contact** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Key Subcontractors** | **Key Subcontractor 1**Name (Registered name if registered) [**insert** name]Registration number (if registered) [**insert** number]Role of Subcontractor [**insert** role]**[Guidance:** copy above lines as needed] |
|  | **CCS** **Authorised Representative** | **[Insert** name]**[Insert** job title]**[Insert** email address]**[Insert** phone number] |

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| **For and on behalf of the Supplier:** | **For and on behalf of CCS:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |