



Clause	Original verbiage	Proposed deviations	Rationale and internal comments (if any)
S. 1	The Appointment	Wipro would like to discuss this in detail at a later stage	
S. 1	Services Offered	Wipro would like to discuss this in detail at a later stage	
S. 4. Point 6 Point 7	The Supplier warrants, represents and undertakes to CCS and each Buyer that: at the Start Date, it has notified CCS in writing of any Tax Non- Compliance or any Tax Non-Compliance litigation it is involved in on a Call-Off Start Date, all information, statements and representations in the Application are accurate and not misleading except if the Buyer has been notified in writing before signing the Call-Off Contract	Wipro would like to discuss this in detail at a later stage on a Call-Off Start Date, all information, statements and representations in the Application are accurate and not misleading <u>to the best of the knowledge of the Supplier at the time such statements and representations are made</u> , except if the Buyer has been notified in writing before signing the Call-Off Contract	Wipro would like to clarify that statements made are to the best of Wipro's knowledge at the time of making the same.
S. 4.2 Point 3	Neither Party excludes or limits its liability for: breach of any obligations implied by section 12 of the Sale of-Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982	breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982	Wipro would like to Sale of Goods Act and Supply of Goods and Services Act shall not be applicable for the scope
S. 4.5	The Supplier will be liable for the following types of loss which will be	The Supplier will be liable for the following types of loss which will	



	<p>regarded as direct and will be recoverable by CCS for any:</p> <ul style="list-style-type: none"> • regulatory losses or fines arising directly from the Supplier's breach of any Laws • additional operational or administrative costs and expenses from any Material Breach • wasted expenditure or unnecessary charges CCS pays because of the Supplier's Default <p>other liabilities suffered by CCS in connection with the loss of, corruption or damage to, or failure to deliver CCS Data by the Supplier</p>	<p>be regarded as direct and will be recoverable by CCS for any:</p> <ul style="list-style-type: none"> • regulatory losses or fines arising directly from the Supplier's breach of any Laws • additional operational or administrative costs and expenses from any Material Breach • wasted expenditure or unnecessary charges CCS pays because of the Supplier's Default other liabilities suffered by CCS in connection with the loss of, corruption or damage to, or failure to deliver CCS Data by the Supplier 	<p>Wipro would like to clarify that indirect damages are excluded and the deleted portions constitute indirect damages</p>
4.8	The Supplier's liability to pay any Management Charges due to CCS will be unlimited.	Wipro Comment: CCS is requested to provide clarity on the scope and definition of Management Charges.	
4.9	Subject to any liabilities which can't be limited by	Wipro would like to discuss this in detail at a later stage	Wipro's preferred position is to cap its aggregate liability for direct damages at an



	<p>Law under clause 0, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to 125% of the Management Charge paid or payable in the Year the default happened; or £100,000, whichever is greater. The Parties agree that these clauses 0 to 4.8 (inclusive) will not limit the Supplier's and Buyers' liability under any Call-Off Contract.</p>	<p>Subject to any liabilities which can't be limited by Law under clause 0, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to 10025% of the Management Charge paid or payable in the Year the default happened; or £100,000, whichever is greater. The Parties agree that these clauses 0 to 4.8 (inclusive) will not limit the Supplier's and Buyers' liability under any Call-Off Contract.</p>	<p>amount equivalent to the annual consideration paid by its Customer.</p>
4.10	<p>If requested by a Buyer, the Supplier must provide a completed Guarantee before the Call-Off Start Date in the form set out in Call-Off Schedule 5.</p>	<p>If requested by a Buyer, the Supplier must provide a completed Guarantee before the Call-Off Start Date in the form set out in Call-Off Schedule 5.</p>	<p>Wipro would like to understand the requirement for a Guarantee and the reasoning behind the same. Strict governmental regulations restrict</p>

	<ul style="list-style-type: none"> there are at least 3 MI Failures within a 6-month rolling period the Supplier has tried to renegotiate any terms of a Call-Off Contract or potential Call-Off Contract the Supplier commits a Material Breach of this Framework Agreement CCS reasonably considers that the Services supplied by the Supplier to a Buyer is Inside IR35 	<p><u>manages to cure the cause of such End, CCS shall no longer be entitled to End this Agreement, if:</u></p> <p>with immediate effect if:</p> <ul style="list-style-type: none"> there's a Supplier Insolvency Event the Supplier has breached clauses 2.5 to 2.8 there are at least 3 MI Failures within a 6-month rolling period the Supplier has tried to renegotiate any terms of a Call-Off Contract or potential Call-Off Contract the Supplier commits a Material Breach of this Framework Agreement <p>CCS reasonably considers that the Services supplied by the</p>	
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		Supplier to a Buyer is Inside IR35	
5.5	CCS will have the right, without cause and without liability, to suspend or End this Framework Agreement, or any provisions of any part of this Framework Agreement, by giving at least one month's written notice to the Supplier.	CCS will have the right, without cause —and without liability <u>and upon the payment of an appropriate termination fee as agreed between</u> the Parties, to suspend or End this Framework Agreement, or any provisions of any part of this Framework Agreement, by giving at least one-two months's written notice to the Supplier.	Wipro would like to clarify that Wipro has organized its business arrangements in accordance with certain reasonable expectation of returns from this engagement and would therefore request for a longer notice period in the event of a termination for convenience. The payment of a termination fees shall secure Wipro's unamortized investments in this engagement
5.12	Suspension, Ending or expiry of this Framework Agreement will not affect existing Call-Off Contracts. Call-Off Contracts will remain in force unless they End, are suspended or expire under the terms of the Call-Off Contract.	Suspension, Ending or expiry of this Framework Agreement will not affect existing Call-Off Contracts. Call-Off Contracts will remain in force unless they End, are suspended or expire under the terms of the Call-Off Contract.	Wipro would like to request for the deletion of this clause since the right of suspension is a remedy in excess of termination, which should suffice in itself.
5.14	The Supplier must continue to provide		



5.15	<p>Management Information and pay the Management Charges due to CCS even if this Framework Agreement Ends, is suspended or expires.</p> <p>Ending, suspension or expiry of this Framework Agreement will not affect any prior rights, remedies or obligations of either CCS or the Supplier accrued under this Framework Agreement.</p>	<p>Wipro would like to discuss this in detail at a later stage</p> <p>Ending, suspension or expiry of this Framework Agreement will not affect any prior rights, remedies or obligations of either CCS or the Supplier accrued under this Framework Agreement.</p>	<p>Wipro would like to request for the deletion of this clause since the right of suspension is a remedy in excess of termination, which should suffice in itself.</p>
5.17, 5.18	Assurance Verification	Wipro would like to discuss this in detail at a later stage	
6	What you report to CCS	Wipro would like to discuss this in detail at a later stage	
7.12	Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.	<p>Each Party CCS is responsible for covering all their own other costs incurred <u>by either Party</u> from their compliance with these audit obligations.</p>	Wipro would like to clarify that charges of an audit that takes place at the behest of CCS without any suspicion of fraud cannot be borne by Wipro



8.38- 8.41	Complaints handling and resolution	Wipro would like to discuss this in detail at a later stage	
8.50	The Supplier will indemnify CCS against all Losses resulting from the Supplier's use of CCS's logo	The Supplier will indemnify CCS against all Losses resulting from the Supplier's use of CCS's logo.	Wipro would like to clarify that Wipro can only indemnify against losses that may result from events/ acts and omissions within Wipro's control.
8.52- 8.54	Equality and Diversity	Wipro would like to discuss this in detail at a later stage	
8.56	The Supplier must own or have a valid licence for any IPRs used to perform its obligations under this Framework Agreement and any Call-Off Contract. These must be maintained for the Term of the Framework Agreement and any relevant Call-Off Contracts.	The Supplier must own or have a valid licence for any IPRs used to perform its obligations under this Framework Agreement and any Call-Off Contract. These must be maintained for the Term of the Framework Agreement and any relevant Call-Off Contracts.	Wipro would like to clarify that Wipro may utilize third party materials in the process of providing services and it can be mutually beneficial for CCS to directly contract with the vendor in such cases.
8.57- 8.62	Data protection and disclosure	Wipro would like to discuss this in detail at a later stage	
8.65	Insurance	Wipro would like to discuss this in detail at a later stage	



8.83	<p>Unless disclosure is expressly permitted elsewhere in this Framework Agreement, each Party will:</p> <ul style="list-style-type: none"> • treat the other Party's Confidential Information as confidential and safeguard it accordingly • not disclose it without the relevant Party's written consent 	<p>Unless disclosure is expressly permitted elsewhere in this Framework Agreement, each Party will, <u>for a period of five (5) years from the effective date of the Framework Agreement</u>:</p> <ul style="list-style-type: none"> • treat the other Party's Confidential Information as confidential and safeguard it accordingly <p>not disclose it without the relevant Party's written consent</p>	<p>Wipro would like to add the time cap on the confidentiality obligation in order to reduce the compliance burden on both parties, especially in light of the fast moving nature of the industry where information loses relevance after certain time intervals.</p>
New clause to be inserted		<p>deliverables will be deemed to be fully and finally accepted by CCS in the event CCS has not submitted a statement explicitly accepting or rejecting the deliverables, to the Supplier before the expiration of fifteen (15) days from the date of the submission of the deliverables, or when CCS uses the deliverable</p>	<p>Deemed acceptance is an essential requirement under every services contract and hence Wipro requests this language to be added. Wipro merely requires a timely answer in order to invoice for the Deliverable and initiate the warranty period, or repair a rejected Deliverable. Inclusion of</p>



		in its business, whichever occurs first	this clause would not in any manner prevent the Customer from timely rejecting the Deliverable/Milestone
New clause to be inserted		Supplier may assign the benefit of its rights of payment to a third party as part of its debt factoring or other legitimate business arrangements, and CCS expressly consents to such assignments.	Wipro requests for the addition of this language in order to maintain its internal debt factoring arrangements.
New clause to be inserted		EXCEPT FOR THE FOREGOING, SUPPLIER EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES WILL BE ERROR-FREE	Wipro intends to specify and commit to all warranties within the letter of this Framework Agreement. As such, this clause excludes warranties that are howsoever implied.



New clause to be inserted		CCS agrees that for the term of this Agreement and for a period of one (1) year thereafter, CCS will not directly or indirectly, recruit, solicit, discuss employment with, hire, employ or engage any Supplier personnel then assigned to provide any aspect of the services to CCS or its affiliates or who were so assigned within the previous one (1) year period, or induce any such individual to leave the employ of Supplier	Wipro invests significantly in its employees. Wipro's employees constitute its resource base.
Call- Off Contract			
3	Supply of Services	Wipro would like to discuss this in detail at a later stage	
4	The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal	The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if	Wipro would like to introduce the flexibility of adding clauses in an applicable SOW as and when necessary



	(including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.	applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply, <u>unless mentioned otherwise in an applicable statement of work.</u>	
5	Due Diligence	Wipro would like to discuss this in detail at a later stage	
6	Business Continuity and Disaster Recovery	Wipro would like to discuss this in detail at a later stage	
7.4	If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.	If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.	Wipro would like to clarify that Wipro is not set up to receive payments by card.
8	If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.	If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off	Wipro would like to have greater visibility into the set-off process



		Contract Charges <u>upon obtaining prior consent from the Supplier.</u>	
9.4	<p>If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:</p> <ul style="list-style-type: none"> • a broker's verification of insurance • receipts for the insurance premium • evidence of payment of the latest premiums due 	<p>Wipro would like to discuss this in detail at a later stage</p> <p>If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:</p> <ul style="list-style-type: none"> • a broker's verification of insurance • receipts for the insurance premium • evidence of payment of the latest premiums due 	<p>Wipro would like to clarify that these documents are not shared with customers in usual business practice. We are willing to provide insurance certificates as evidence of policy continuity.</p>
10	<p>Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to</p>	<p>Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all <u>third party</u> Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83</p>	<p>Wipro would like to clarify that the dispute resolution process has been agreed to for inter party claims. Indemnities inherently are against third party actions.</p>



	the extent that the Supplier breach is due to a Buyer's instruction.	to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.	
11.3	The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.	The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.	Wipro cannot provide its proprietary solutions, and also cannot procure third party solutions, in a form which can be published as open source. This is not an accepted practice in the IT services industry.
12	Protection of Information	Wipro would like to discuss this in detail at a later stage	
13	Buyer data	Wipro would like to discuss this in detail at a later stage	
14	Standards and Quality	Wipro would like to discuss this in detail at a later stage	
15	All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer. If software needs to be converted before publication as open source, the Supplier must also provide the converted	All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer. If software needs to be converted before publication as open source, the Supplier must	Wipro cannot provide its proprietary solutions, and also cannot procure third party solutions, in a form which can be published as open source. This is not an accepted practice in the IT services industry.



	format unless otherwise agreed by the Buyer.	also provide the converted format unless otherwise agreed by the Buyer.	
16	Security	Wipro would like to discuss this in detail at a later stage	
17	<p>If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:</p> <ul style="list-style-type: none"> • an executed Guarantee in the form at Schedule 5 • a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee 	<p>If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:</p> <p>• an executed Guarantee in the form at Schedule 5</p> <p>• a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee</p>	<p>Wipro would like to understand the requirement for a Guarantee and the reasoning behind the same. Strict governmental regulations restrict provisions of guarantees by Indian companies abroad.</p>
18.1	<p>The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.</p> <p>The Parties agree that the:</p>	<p>The Buyer can End this Call-Off Contract at any time by giving 360 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.</p>	<p>It is important for Wipro to secure Wipro's unamortized investments in this engagement and accordingly</p>
18.2			



	<ul style="list-style-type: none"> • Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided • Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses 	<p>The Parties agree that the:</p> <ul style="list-style-type: none"> • Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided • Call Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses 	
18.5	<p>A Party can End this Call-Off Contract at any time with immediate effect by written notice if:</p> <ul style="list-style-type: none"> • the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so 	<p>Wipro would like to discuss this in detail at a later stage</p> <p>A Party can End this Call-Off Contract at any time <u>by furnishing appropriate termination charges as may be agreed between the Parties with immediate effect and</u> by written notice <u>of no less than thirty (30) days, ("Cure Period") within which Cure Period if the Supplier manages to cure the cause of such End,</u></p>	<p>Wipro proposes a 30 day cure period to repair any material error that could potentially give rise to a termination for cause.</p>



	<ul style="list-style-type: none"> ● an Insolvency Event of the other Party happens ● the other Party ceases or threatens to cease to carry on the whole or any material part of its business 	<p><u>CCS shall no longer be entitled to End this Agreement,</u> if:</p> <ul style="list-style-type: none"> ● the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so ● an Insolvency Event of the other Party happens ● the other Party ceases or threatens to cease to carry on the whole or any material part of its business 	
19.1	If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.	If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.	Wipro would like to request for the deletion of this clause since the right of suspension is a remedy in excess of termination, which should suffice in itself.
19.5, Point 5	At the end of the Call-Off Contract Term, the Supplier must promptly: <ul style="list-style-type: none"> ● work with the Buyer on any ongoing work 	At the end of the Call-Off Contract Term, the Supplier must promptly: <ul style="list-style-type: none"> ● work with the Buyer on any ongoing work 	Wipro would like to request for further clarity on this since at the end of termination, an open ended obligation such as this



			can drag out the relationship
21.1	The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.	The Supplier must provide an exit plan in its Application which ensures continuity of service, <u>for a period not longer than six (6) months</u> , and the Supplier will follow it.	
22	Handover to replacement supplier	Wipro would like to discuss this in detail at a later stage	
26	Equipment	Wipro would like to discuss this in detail at a later stage	
30	Additional G-Cloud Services	Wipro would like to discuss this in detail at a later stage	
31	Collaboration	Wipro would like to discuss this in detail at a later stage	
32	Variation Process	Wipro would like to discuss this in detail at a later stage	
33	Data Protection Legislation (GDPR)	Wipro would like to discuss this in detail at a later stage	
New clause to be inserted		Buyer shall indemnify Supplier from and against any damages, costs, liabilities, or expenses	Wipro would like to request for CCS to indemnify against use of Open Source Software



		incurred in connection with any claim brought by a third party against Supplier, to the extent such claim arises out of Supplier's use of third party materials provided by the Buyer, or Open Source Software approved by the Buyer.	that has been pre-approved by CCS.
Schedule 7	Processing, Personal Data and Data Subjects	Wipro would like to discuss this in detail at a later stage	