

Date: 2015

**National Health Service Commissioning Board
and
Capita Business Services Ltd**

**Primary Care Support Services (PCSS)
Framework Agreement**

Framework Terms

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THIS FRAMEWORK AGREEMENT is made on

2015

BETWEEN:

- (1) National Health Service Commissioning Board (known as NHS England), Quarry House, Quarry Hill, Leeds, LS2 7PD ("**Framework Authority**"); and
- (2) Capita Business Services Ltd a company registered in England and Wales under company number 2299747 whose registered office is at 71 Victoria Street, Westminster, London, SW1H 0XA (the "**Supplier**"),

each a "**Party**" and together the "**Parties**".

INTRODUCTION

- (A) On 11 November 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of primary care support services to the Framework Authority and other public sector bodies and invited expressions of interest from the private sector in becoming the Supplier.
- (B) This Framework Agreement establishes the basis on which public sector bodies within the scope of the Contract Notice may, during the Call-Off Period, enter into Call-Off Agreements with the Supplier for the provision of the Services and the terms and conditions pursuant to which such Services shall be provided.

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. Definitions and Interpretation

- 1.1 In this Framework Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 In this Framework Agreement, unless the context otherwise requires:
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 a reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.2.4 a reference to a Law includes a reference to that Law as modified, amended, extended, consolidated or re-enacted from time to time before or after the date of this Framework Agreement and any prior or subsequent legislation under it;

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- 1.2.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.2.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.2.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
 - 1.2.8 unless otherwise provided and save for references in Schedule 6 (Guarantee), references to Clauses and Schedules are references to the clauses and schedules of this Framework Agreement, and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear;
 - 1.2.9 references to this Framework Agreement are references to this Framework Agreement as amended from time to time; and
 - 1.2.10 any monetary sums set out in this Framework Agreement shall (unless expressly stated otherwise) be in pounds sterling.
- 1.3 Where a standard, policy or document is referred to in this Framework Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Framework Authority and the Parties shall update this Framework Agreement with a reference to the replacement hyperlink.
- 1.4 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Clauses;
 - 1.4.2 Schedule 1 (Definitions);
 - 1.4.3 all other Schedules to this Framework Agreement and their Annexes and appendices excluding Schedule 2.2 (Call-Off Terms); and
 - 1.4.4 Schedule 2.2 (Call-Off Terms).
- 1.5 Any change to the Framework Agreement shall have no effect on any Call-Off Agreement unless the change has been agreed by the parties to the Call-Off Agreement and is made in accordance with the terms of the Call-Off Agreement, with the exception of Schedule 4.2 (Framework Charges and Rate Card), changes to which shall be applied to each Call-Off Agreement, to the extent applicable.

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- 1.6 The Framework Authority's co-operation in the development and/or approval of any Framework Documentation under this Framework Agreement shall not relieve the Supplier of its obligation to comply with this Framework Agreement or to comply with any Call-Off Agreement entered into under this Framework Agreement.
- 1.7 Unless otherwise stated, rights granted to a Customer are also granted to any Service Recipients as applicable.

SECTION B – FRAMEWORK ARRANGEMENTS

2. Term of Framework Agreement

- 2.1 This Framework Agreement will begin on the Framework Effective Date and will end on the earlier of (i) the date on which this Framework Agreement is terminated in accordance with Clause 26 (Termination by the Framework Authority) or (ii) the date falling four years after the Framework Effective Date (the "**Framework Term**").

Condition Precedent

- 2.2 Save for Clauses 1 (Definitions and Interpretation), 2 (Term of Framework Agreement), 14 (Confidentiality), 15 (Freedom of Information), 16 (Publicity and Branding), 19 (Warranties), 23 (Limitations on Liability), 30 (Waiver and Cumulative Remedies), 31 (Relationship of the Parties), 33 (Severance), 35 (Entire Agreement), 36 (Third Party Rights), 37 (Notices), 38 (Disputes) and 39 (Governing Law and Jurisdiction), this Framework Agreement is conditional upon the valid execution and delivery to the Framework Authority of the Guarantee (the "**Condition Precedent**"). The Framework Authority may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Supplier notice in writing.
- 2.3 The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within twenty (20) Working Days of the Framework Effective Date then, unless the Condition Precedent is waived by the Framework Authority in accordance with Clause 2.2:
- 2.3.1 this Framework Agreement shall automatically cease and shall not come into effect; and
- 2.3.2 neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.
- 2.4 The Supplier shall consult with the Framework Authority in relation to the steps it takes to satisfy the condition set out in Clause 2.2 and shall keep the Framework Authority fully informed of its progress in satisfying the condition and of any circumstances which are likely to result in the condition not being satisfied by the date set out in Clause 2.3.

3. Scope of Framework Agreement

- 3.1 The Framework Authority appoints the Supplier as a provider of the Services and the Supplier accepts such appointment.

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3.2 The Supplier shall provide the Services to Customer(s) under the terms of any Call-Off Agreement entered into with the relevant Customer in accordance with the procedure set out in Schedule 2.1 (Call-Off Procedure).

3.3 The Supplier acknowledges that there is no requirement for any Customer or any Potential Customer to procure the Services, or services similar to the Services, from the Supplier.

4. Call-Off Period and Call-Off Procedure

The Supplier may only enter into Call-Off Agreements during the Call-Off Period and only in accordance with the procedure set out in Schedule 2.1 (Call-Off Procedure).

5. Responsibility for Awards

The Supplier acknowledges that the Potential Customers are independently responsible for the award of any Call-Off Agreements under this Framework Agreement and that the Framework Authority shall have no liability whatsoever to the Supplier in respect of the conduct of any Potential Customer (other than itself) in relation to this Framework Agreement.

6. Services

6.1 The Supplier shall perform its obligations under this Framework Agreement and shall provide the Services in accordance with:

- 6.1.1 the Call-Off Terms;
- 6.1.2 Good Industry Practice;
- 6.1.3 Schedule 3.1 (Service Description); and
- 6.1.4 subject to Clause 11 (Change in Law), the Law.

6.2 The Supplier shall draw any conflict between any of the requirements of Clause 6.1 to the attention of the Framework Authority and shall comply with the Framework Authority's resolution (the Framework Authority acting reasonably) of that conflict.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
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- [REDACTED]
- [REDACTED]

8. Obligation to Notify

Without prejudice to the Framework Authority's other rights or remedies or to the Supplier's other reporting obligations set out in this Framework Agreement, the Supplier shall notify the Framework Authority in writing, as soon as reasonably practicable after it comes to the Supplier's attention of any event or circumstance which may adversely affect the performance of any of the Supplier's obligations under this Framework Agreement or which is reasonably likely to result in a Default by the Supplier.

SECTION C – CONTRACT GOVERNANCE

9. Governance

The Parties shall comply with the provisions of Schedule 5.1 (Governance) in relation to the management and governance of this Framework Agreement.

10. Contract Changes

This Framework Agreement may not be varied except by an agreement in writing expressed to vary this Framework Agreement signed by duly authorised representatives of the parties. In considering and agreeing Changes to this Framework Agreement pursuant to this Clause 10, the Parties shall at all times have regard to the requirements and restrictions set out in Regulation 72 of the Public Contract Regulations 2015.

11. Change in Law

11.1 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Framework Agreement nor be entitled to an increase in the Charges as the result of:

- 11.1.1 a General Change in Law;
- 11.1.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Effective Date; or
- 11.1.3 any Specific Change in Law to the extent that either:
 - 11.1.3.1 the change can be made in the ordinary course of the Supplier's business without affecting the Supplier's cost base; or

[REDACTED]

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- 11.2 If a Specific Change in Law occurs or will occur during the Framework Term (other than as referred to in Clause 11.1.2), the Supplier shall:
- 11.2.1 notify the Framework Authority as soon as reasonably practicable of the likely effects of that change, including:
 - 11.2.1.1 whether any Framework Contract Change is required to this Framework Agreement; and
 - 11.2.1.2 whether any relief from compliance with the Supplier's obligations under this Framework Agreement is required;
 - 11.2.2 provide the Framework Authority with evidence:
 - 11.2.2.1 that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - 11.2.2.2 as to how the Specific Change in Law has affected the cost of providing the Services; and
 - 11.2.2.3 demonstrating that any expenditure that has been avoided has been taken into account in amending the Charges; and
 - 11.2.3 subject to provision of the information listed in Clauses 11.1.1 and 11.1.2, be entitled to relief from its obligations and/or variation in the Charges under this Framework Agreement to the extent impacted by the relevant specific Change in Law.
- 11.3 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 11.1.2) shall be implemented in accordance with Clause 10.

SECTION D – SUPPLIER PERSONNEL AND SUPPLY CHAIN

12. Income Tax and National Insurance Contributions

- 12.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Framework Agreement and/or under any Call-Off Agreement, the Supplier shall:
- 12.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

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- 12.1.2 indemnify the Framework Authority and any Customers against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

13. Supply Chain Rights

Sub-contracting

- 13.1 The Supplier shall not sub-contract any of its obligations under this Framework Agreement without the Framework Authority's prior written consent, which shall not be unreasonably withheld or delayed.
- 13.2 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that it is able to:
- 13.2.1 manage any Sub-contractors in accordance with Good Industry Practice; and
- 13.2.2 comply with its obligations under this Framework Agreement and any Call-Off Agreement.
- 13.3 In the event that the Framework Authority provides consent pursuant to Clause 13.1, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

Supply chain protection

- 13.4 The Supplier shall ensure that all Sub-contracts entered into after the Framework Effective Date shall contain a provision:
- 13.4.1 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice; and
- 13.4.2 a right for the Framework Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.
- 13.5 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within 30 days from the receipt of a valid invoice.
- 13.6 Notwithstanding any provision of Clauses 14 (Confidentiality) and 16 (Publicity and Branding), if the Supplier notifies the Framework Authority that the Supplier has failed to pay a Sub-contractor's undisputed invoice within thirty (30) days of receipt, or the Framework Authority otherwise discovers the same, the Framework Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

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- 13.7 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 13, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

SECTION E – SECURITY AND CONFIDENTIALITY

14. Confidentiality

- 14.1 For the purposes of this Clause 14, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

- 14.2 Except to the extent set out in this Clause 14, or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

14.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

14.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the owner's prior written consent;

14.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and

14.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

- 14.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party if and to the extent that:

14.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 15 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

14.3.2 the need for such disclosure arises out of or in connection with:

14.3.2.1 any legal challenge or potential legal challenge against the Framework Authority arising out of or in connection with this Framework Agreement;

14.3.2.2 the examination and certification of the Framework Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Framework Authority is making use of any Services provided under this Framework Agreement; or

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- 14.3.2.3 the conduct of a Central Government Body review and/or a major projects review and/or any such similar assurance review carried out by or on behalf of HMG in respect of this Framework Agreement;
- 14.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is or any of the Disclosing Party's directors, officers, employees, agents, consultants or contractors are involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office as defined in the act.
- 14.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 14.5 The Supplier may disclose the Confidential Information of the Framework Authority on a confidential basis only to:
- 14.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Framework Agreement;
- 14.5.2 its auditors; and
- 14.5.3 its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
- Where the Supplier discloses Confidential Information of the Framework Authority pursuant to this Clause 14.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made, including by making Sub-contractors, auditors or other third party advisers aware of the obligations set out in this Clause 14.
- 14.6 The Framework Authority may disclose the Confidential Information of the Supplier:
- 14.6.1 on a confidential basis to any Customer or reasonably to any Potential Customer;
- 14.6.2 on a confidential basis to any Central Government Body for any proper purpose of the Framework Authority or of the relevant Central Government Body;
- 14.6.3 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 14.6.4 to the extent that the Framework Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 14.6.5 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clauses 14.6.1 or 14.6.2

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(including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement and/or any Call-Off Agreement;

- 14.6.6 excluding any Commercially Sensitive Information, which the Framework Authority determines in its absolute discretion is exempt from disclosure in accordance with the provisions of FOIA, as part of the Framework Authority's re-procurement process for the Services, on a confidential basis and subject to an appropriate confidentiality agreement to bidders for the purposes of undertaking due diligence and/or to a Replacement Supplier for the purposes of providing Replacement Services;
- 14.6.7 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
- 14.6.8 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Framework Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Framework Authority under this Clause 14.

- 14.7 Nothing in this Clause 14 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

Transparency

- 14.8 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement is not Confidential Information. The Framework Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Framework Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 14.9 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Framework Authority to publish to the general public this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
- 14.10 The Supplier shall assist and co-operate with the Framework Authority to enable the Framework Authority to publish this Framework Agreement.

15. Freedom of Information

- 15.1 The Supplier acknowledges that the Framework Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

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- 15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Framework Authority to enable the Framework Authority to comply with its obligations under the FOIA and the EIRs;
 - 15.1.2 transfer to the Framework Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 15.1.3 provide the Framework Authority with a copy of all Information belonging to the Framework Authority requested in the Request for Information (as defined in FOIA) which is in its possession, or control in the form that the Framework Authority requires within five (5) Working Days (or such other period as the Framework Authority may reasonably specify) of the Framework Authority's request for such Information; and
 - 15.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Framework Authority.
- 15.2 The Supplier acknowledges that the Framework Authority may be required under the FOIA and the EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Framework Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Framework Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 16. Publicity and Branding**
- 16.1 Without prejudice to the Supplier's right to disclose Confidential Information pursuant to Clause 14.3.1, the Supplier shall not:
- 16.1.1 make any press announcements or publicise this Framework Agreement or its contents in any way; or
 - 16.1.2 use the Framework Authority's name or brand in any promotion or marketing or announcement of orders;
- without the prior written consent of the Framework Authority, which shall not be unreasonably withheld or delayed.
- 16.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

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17. Supplier's Obligations

17.1 The Supplier shall:

17.1.1 obtain and maintain throughout the Framework Term, all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the provision of any of the Services;

17.1.2 provide the Framework Authority with such assistance as the Framework Authority may reasonably require during the Framework Term in connection with the management and administration of this Framework Agreement; and

17.1.3 promptly notify the Framework Authority and all Customers in the event that it undergoes a Change of Control.

17.2 An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

SECTION F – SUPPLIER AND FRAMEWORK AUTHORITY PROTECTIONS

18. Financial Distress

The Parties shall comply with the provisions of Schedule 4.1 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the Guarantor and the consequences of a change to that financial standing.

19. Warranties

19.1 Each Party warrants and represents that:

19.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;

19.1.2 this Framework Agreement is executed by its duly authorised representative; and

19.1.3 once duly executed, this Framework Agreement will constitute its legal, valid and binding obligations.

19.2 The Supplier warrants and represents that:

19.2.1 all statements and representations in the response to the Tender and any written correspondence in clarification or association with Tender were at the time they were made, and remain as at the Framework Effective Date, true and accurate, except to the extent that such statements and representations have been superseded by this Framework Agreement; and

19.2.2 it has and shall continue to have all necessary rights in and to any materials made available by the Supplier or any Sub-contractor to the Framework Authority

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which are necessary for the performance of the Supplier's obligations under this Framework Agreement and/or any Call-Off Agreement.

- 19.3 Each of the representations and warranties set out in Clauses 19.1 and 19.2 shall be construed as a separate warranty and representation and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Framework Agreement.
- 19.4 Except as expressly stated in this Framework Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.
- 19.5 Each time a Call-Off Agreement is entered into the warranties, representations and undertakings in this Framework Agreement, with the exception of Clause 19.2.1 shall be deemed repeated by the Supplier to the Framework Authority and the relevant Customer with reference to the circumstances existing at the time that they are deemed to be repeated and any reference to the Framework Effective Date (whether express or implied) shall be construed as a reference to the relevant Call-Off Effective Date.
- 19.6 If at any time a Party becomes aware that a warranty or representation given by it under Clause 19.1 or 19.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

20. Guarantee

- 20.1 The Supplier shall procure that the Guarantor shall:
- 20.1.1 validly execute and unconditionally deliver to the Framework Authority the Guarantee in the form set out in Schedule 6 (Guarantee) of this Framework Agreement by the Framework Effective Date; and
- 20.1.2 deliver to the Framework Authority such evidence as it may reasonably require to satisfy itself that the Guarantee is properly executed and unconditionally delivered.

21. Force Majeure

- 21.1 Subject to the remaining provisions of this Clause 21, either Party may claim relief under this Clause 21 from liability for failure to meet its obligations under this Framework Agreement for as long as and only to the extent the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Framework Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 21.2 The Affected Party shall as soon as reasonably practicable following the occurrence of a Force Majeure Event issue a Force Majeure Notice, which shall include details of the Force

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Majeure Event, its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.

- 21.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 21 to the extent that consequences of the relevant Force Majeure Event:
- 21.3.1 are capable of being mitigated by any of the Services including the Business Continuity Services and/or Disaster Recovery Services, but the Supplier has failed to do so; and/or
- 21.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Framework Agreement and/or any Call-Off Agreement.
- 21.4 Subject to Clause 21.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 21.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 21.6 Where, as a result of a Force Majeure Event:
- 21.6.1 an Affected Party fails to perform its obligations in accordance with this Framework Agreement, then during the continuance of the Force Majeure Event:
- 21.6.1.1 the other Party shall not be entitled to exercise any rights to terminate this Framework Agreement in whole or in part as a result of such failure other than pursuant to Clause 26 (Termination by the Framework Authority); and
- 21.6.1.2 neither Party shall be liable for any Default arising as a result of such failure;
- 21.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Framework Agreement.
- 21.8 Relief from liability for the Affected Party under this Clause 21 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Framework Agreement and shall not be dependent on the serving of notice under Clause 21.7.

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SECTION H – INDEMNITIES, LIABILITY AND INSURANCE

22. Conduct of indemnity claims

22.1 Where under this Framework Agreement and/or any Call-Off Agreement one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 5.4 (Conduct of Claims) of the Framework Agreement in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

23. Limitations on Liability

Unlimited liability

23.1 Neither Party limits its liability for:

23.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);

23.1.2 fraud or fraudulent misrepresentation by it or its employees;

23.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

23.1.4 any liability to the extent it cannot be limited or excluded by Law.

23.2 The Supplier's liability in respect of the indemnities in Clause 12 (Income Tax and National Insurance Contributions), shall be unlimited.

Financial and other limits

23.3 Subject to Clauses 23.1 and 23.2 (Unlimited liability) and Clauses 23.6 and 23.7 (Consequential losses) the Supplier's aggregate liability in respect of all other Losses incurred by the Framework Authority under or in connection with this Framework Agreement as a result of Defaults by the Supplier shall in no event [REDACTED] provided that where any such Losses referred to in this Clause 23.3 have been incurred by the Framework Authority as a result of the Suppliers abandonment of this Framework Agreement or the Supplier's wilful default, wilful breach of a fundamental term of this Framework Agreement or wilful repudiatory breach of this Framework Agreement, the references in this Clause to [REDACTED] shall be deemed to be references to [REDACTED].

23.4 Subject to Clauses 23.6 and 23.7 (Consequential losses) the Framework Authority's total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Framework Agreement shall in no event exceed [REDACTED].

23.5 For the avoidance of doubt, the liability caps set out in this clause relate solely to the obligations and liabilities of the Framework Authority and Supplier under this Framework Agreement and shall not apply to any Call-Off Agreement entered into between a Customer and the Supplier pursuant to this Framework Agreement. Each such Call-Off Agreement shall be subject to the limitations on liability agreed between the Supplier and the relevant Customer in the Call-Off Terms applicable to that Call-Off Agreement.

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Consequential losses

23.6 Subject to Clauses 23.1, 23.2 (Unlimited liability) and Clause 23.7 (Consequential Loss), neither Party shall be liable to the other Party for:

23.6.1 any indirect, special or consequential Loss; or

23.6.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

23.7 Notwithstanding Clause 23.6 but subject to Clause 23.8 (Mitigation), the Supplier acknowledges that the Framework Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Framework Authority to the extent that they arise as a result of a Default by the Supplier:

23.7.1 any additional operational and/or administrative costs and expenses incurred by the Framework Authority, including costs relating to time spent by or on behalf of the Framework Authority in dealing with the consequences of the Default;

23.7.2 any wasted expenditure or charges;

23.7.3 the additional cost of procuring a replacement framework contract for the provision of Replacement Services should the Framework Authority terminate this Framework Agreement pursuant to Clause 26 (Termination by the Framework Authority);

23.7.4 any compensation or interest paid to a third party by the Framework Authority;

23.7.5 any fine or penalty incurred by the Framework Authority pursuant to Law and any costs incurred by the Framework Authority in defending any proceedings which result in such fine or penalty.

Mitigation

23.8 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Framework Agreement.

24. Insurance

The Supplier shall comply with the provisions of Schedule 3.2 (Insurance Requirements) in relation to obtaining and maintaining insurance.

SECTION I – SUSPENSION AND TERMINATION

25. Suspension of the Call-Off Procedure

25.1 The Framework Authority may suspend the Call-Off Procedure by written notice if:

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- 25.1.1 the Supplier is in material Default of this Framework Agreement and the Supplier has not rectified such Default;
 - 25.1.2 the Supplier is in material Default of two (2) or more Call-Off Agreements and the Supplier has not rectified such;
 - 25.1.3 there is a Conflict of Interest under any Call-Off Agreement which in the reasonable opinion of the Framework Authority is material and has the potential to impact one (1) or more other Call-Off Agreements;
 - 25.1.4 the Framework Authority, in its reasonable opinion, believes that a material level of risk (either to the Crown or any individual Customer) might apply as a result of the continued use of the Call-Off Procedure;
 - 25.1.5 the Supplier breaches Clause 32.1 or 32.2 (Prevention of Fraud and Bribery);
- 25.2 The suspension of the Call-Off Procedure shall end when:
- 25.2.1 the Supplier has rectified the material Default(s), where the Framework Authority has suspended the Call-Off Procedure pursuant to Clause 25.1.1 or 25.1.2;
 - 25.2.2 the Supplier has carried out the steps required by the relevant Customer in accordance with Clause 55 of the Call-Off Terms and the Conflict of Interest has been resolved, where the Framework Authority has suspended the Call-Off Procedure pursuant to Clause 25.1.3; or
 - 25.2.3 the Framework Authority deems that the breach of Clause 32.1 or 32.2 (Prevention of Fraud and Bribery) has been remedied (and all necessary steps have been successfully implemented to prevent any future breach of these Clauses) to the satisfaction of the Framework Authority, where the Framework Authority has suspended the Call-Off Procedure pursuant to Clause 25.1.5.
- 26. Termination by the Framework Authority**
- 26.1 The Framework Authority may terminate this Framework Agreement by notice in writing having immediate effect if any of the following events or circumstances take place:
- 26.1.1 the occurrence of an Insolvency Event in respect of the Supplier;
 - 26.1.2 the occurrence of a material adverse change in the Supplier's circumstances as set out in its response to the pre-qualification questionnaire;
 - 26.1.3 the Supplier is subject to one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2), of the Public Contracts Regulations 2015;
 - 26.1.4 the Supplier has committed a serious infringement of the obligations under either the Treaty of the European Union or the Treaty of the Functioning of the European Union or the Public Contracts Directive that has been declared by the

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Court of Justice of the European Union in a procedure pursuant to Article 258 of TFEU;

- 26.1.5 the Supplier is in material breach of :
- 26.1.5.1 Clause 14 (Confidentiality);
 - 26.1.5.2 Clause 15 (Freedom of Information);
 - 26.1.5.3 Clause 29 (Assignment and Novation); and
 - 26.1.5.4 Clause 32 (Prevention of Fraud and Bribery),
- and such material breach shall be treated as material breach not capable of remedy;
- 26.1.6 the occurrence of any of the circumstances set out in Paragraph 4 of Schedule 4.1 (Financial Distress).
- 26.1.7 the Supplier commits a material breach of this Framework Agreement which is not capable of remedy or which, where capable of remedy is not remedied within thirty days after notice of the breach from the Framework Authority requiring remedy or which is remedied within that period, but which subsequently recurs;
- 26.1.8 there is a Change in Control in respect of the Supplier or a Guarantor (or any company which Controls the Supplier or a Guarantor as the case may be) other than where:
- 26.1.8.1 the Framework Authority approves the Change in Control (such approval not to be withheld unreasonably); or
 - 26.1.8.2 where the Framework Authority has been notified of the Change in Control by the Supplier but has not exercised its rights under this Clause 26.1.8 within six months of the date of that notification; or
 - 26.1.8.3 the Supplier has demonstrated to the Framework Authority's reasonable satisfaction that the Change in Control is part of a bona fide reorganisation, provided that such reorganisation does not result from an Insolvency Event affecting the Supplier or Guarantor or result in a Restricted Person having Control of either the Supplier or Guarantor; or
- 26.1.9 if the Supplier is required to procure a Guarantee from a Guarantor pursuant to Clause 20:
- 26.1.9.1 where the Guarantor withdraws the Guarantee; or
 - 26.1.9.2 where an Insolvency Event occurs in respect of the Guarantor; or
 - 26.1.9.3 where the Guarantee becomes invalid or unenforceable,
- in each case where the Guarantee is not replaced by an alternative arrangement acceptable to the Framework Authority; or

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- 26.1.10 if Restricted Person(s) at any time holds five per cent or more (or thirty per cent or more in respect of Public Companies) of the total value of any Security in the Supplier, in the Supplier's Holding Company or in the Supplier's Subsidiaries (as defined in the Companies Act 2006).
- 26.2 The Framework Authority may terminate this Framework Agreement for any reason (including, but not limited to where the contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations 2015; and/or for convenience and/or public policy) at any time on giving no less than 3 months written notice to the Supplier.
- 27. Termination by the Supplier**
- The Supplier has no right to terminate this Framework Agreement.
- 28. Consequences of Expiry or Termination**
- 28.1 The expiry or termination of this Framework Agreement in accordance with Clause 26 (Termination by the Framework Authority) shall not affect the accrued rights of any Party.
- 28.2 Notwithstanding the expiry or termination of this Framework Agreement, any Call-Off Agreement in force at the time of such expiry or termination shall continue in full force and effect for the remainder of its Term, unless such Call-Off Agreement is terminated in accordance with its terms.
- 28.3 On expiry or the earlier termination of this Framework Agreement:
- 28.3.1 each Party shall cease to use any of the other Party's Confidential Information (including any use by the Supplier of Framework Authority Data) unless and only to the extent that such Confidential Information is required for use with any Call-Off Agreement still in effect at the time of such expiry or termination of this Framework Agreement; and
- 28.3.2 the Supplier shall, at the Framework Authority's direction, provide the Framework Authority and/or the Replacement Supplier with a complete up to date and uncorrupted version of all Framework Authority Data in electronic form in a format and on media agreed with the Framework Authority.
- 28.4 On the earlier of:
- 28.4.1 the receipt of the other Party's written instructions after the date of expiry or termination of this Framework Agreement; or
- 28.4.2 twelve (12) months after the date of expiry or termination of this Framework Agreement,

each Party shall destroy all copies of the other Party's Confidential Information (including, if applicable, Framework Authority Data) and promptly provide written confirmation to the other Party that such data has been destroyed.

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- 28.5 Clause 28.4 shall not apply to any copies of the Confidential Information of the Framework Authority or any Framework Authority Data which the Supplier is required to keep by Law, this Framework Agreement or where such Confidential Information is required for use with any Call-Off Agreement still in effect at the time of such expiry or termination of this Framework Agreement.
- 28.6 The provisions of Clauses 38 (Disputes), 14 (Confidentiality), 15 (Freedom of Information), 19 (Warranties), 20 (Guarantee), 22 (Conduct of indemnity claims), 23 (Limitations on Liability), 24 (Insurance), 28 (Consequences of Expiry or Termination), 30 (Waiver and Cumulative Remedies), 33 (Severance), 35 (Entire Agreement), 36 (Third Party Rights) and 39 (Governing Law and Jurisdiction), and the provisions of Schedules 1 (Definitions), 3.2 (Insurance Requirements), 5.2 (Dispute Resolution Procedure), 5.3 (Records Provisions) and 5.4 (Conduct of Claims) and such other provisions which are expressly or by implication required to survive termination or expiry, including any provisions required in connection with any subsisting Call-Off Agreements, shall survive expiry or the termination of this Framework Agreement.

SECTION J – MISCELLANEOUS AND GOVERNING LAW

29. Assignment and Novation

- 29.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement without the prior written consent of the Framework Authority and each Customer.
- 29.2 The Framework Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Framework Agreement and/or any associated licences to:
- 29.2.1 any Central Government Body; or
 - 29.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Framework Authority,

and the Supplier shall, at the Framework Authority's request, enter into a novation agreement in such form as the Framework Authority shall reasonably specify in order to enable the Framework Authority to exercise its rights pursuant to this Clause 29.2.

- 29.3 A change in the legal status of the Framework Authority such that it ceases to be a Central Government Body shall not affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Framework Authority.

30. Waiver and Cumulative Remedies

- 30.1 The rights and remedies under this Framework Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the

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further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 30.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

31. Relationship of the Parties

Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

32. Prevention of Fraud and Bribery

- 32.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Effective Date:

32.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

32.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 32.2 The Supplier shall not during the term of this Framework Agreement or any Call-Off Agreement:

32.2.1 commit a Prohibited Act; and/or

32.2.2 do or suffer anything to be done which would cause the Framework Authority, any Customer or any employees, consultants, contractors, sub-contractors or agents of the same to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- 32.3 The Supplier shall during the term of this Framework Agreement and any Call-Off Agreement:

32.3.1 establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

32.3.2 keep appropriate records of its compliance with its obligations under Clause 32.3.1 and make such records available to the Framework Authority and Customers on request.

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- 32.4 The Supplier shall immediately notify the Framework Authority and any relevant Customer (together the "**Notified Parties**") in writing if it becomes aware of any breach of Clause 32.1 and/or 32.2, or has reason to believe that it has or any of the Supplier Personnel have:
- 32.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 32.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 32.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or any Call-Off Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement or any Call-Off Agreement has committed or attempted to commit a Prohibited Act.
- 32.5 If the Supplier makes a notification to the Notified Parties pursuant to Clause 32.4, the Supplier shall respond promptly to the Notified Parties' enquiries, co-operate with any investigation, and allow the Notified Parties to Audit any books, Framework Records and/or any other relevant documentation in accordance with Schedule 5.3 (Records Provisions).
- 32.6 If the Supplier is in Default under Clauses 32.1 and/or 32.2 the Framework Authority may by notice:
- 32.6.1 suspend the Call-Off Procedure pursuant to Clause 25; and
 - 32.6.2 require the Supplier to remove from performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Default.
- 32.7 Any notice served by the Framework Authority or Customer under Clause 32.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Framework Authority or Customer (as applicable) believes has committed the Prohibited Act and the action that the Framework Authority or Customer has elected to take (including, where relevant, the date on which the Call-Off Procedure shall be suspended or the relevant Call-Off Agreement shall terminate).
- 33. Severance**
- 33.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.
- 33.2 In the event that any deemed deletion under Clause 33.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework

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Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

- 33.3 If the Parties are unable to agree on the revisions to this Framework Agreement within five (5) Working Days of the date of the notice given pursuant to Clause 33.2, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

34. Further Assurances

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Framework Agreement.

35. Entire Agreement

- 35.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understandings, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

- 35.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

- 35.3 Nothing in this Clause 35 shall exclude any liability in respect of misrepresentations made fraudulently.

36. Third Party Rights

- 36.1 The provisions of Clause 14 (Confidentiality), Paragraphs 2.1 and 2.6 of Part A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C and Paragraphs 1.4, 2.3 and 2.8 of Part D of Schedule 6.1 (Staff Transfer) of the Call-Off Terms and the provisions of Schedule 5.3 (Exit Management) of the Call-Off Terms (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- 36.2 The Framework Authority may act as agent and trustee for each Customer and each Service Recipient and enforce on behalf of the relevant Customer any provision referred to in Clause 36.1 and/or recover any loss, damage or liability suffered by that Customer in connection with the breach of such provision.

- 36.3 Subject to Clause 36.1 and to Clause 36.2, a person who is not a Party to this Framework Agreement has no right under the CRTPA to enforce any term of this Framework Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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36.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Framework Authority, which may, if given, be given on and subject to such terms as the Framework Authority may determine.

36.5 Subject to the Customer's prior written consent, any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 36.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

37. Notices

37.1 Any notices sent under this Framework Agreement must be in writing.

37.2 Subject to Clause 37.4, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of Service
Email	9.00am on the first Working Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

37.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party in writing for the purpose of service of notices under this Framework Agreement:

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	Supplier	Framework Authority
Contact	Managing Director	Head of Service Management Team
Address	Capita Business Services Ltd, 71 Victoria Street, London, SW1H 0XA	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7PD
Email	[REDACTED]	[REDACTED]

37.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 37.2:

37.4.1 any notices given under or in relation to Schedule 5.1 (Governance);

37.4.2 Force Majeure Notices;

37.4.3 Framework Termination Notice;

37.4.4 Termination Notices; and

37.4.5 Dispute Notices.

37.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 37.4 will invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 37.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

37.6 This Clause 37.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 5.2 (Dispute Resolution Procedure)).

38. Disputes

38.1 The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure detailed in Schedule 5.2 (Dispute Resolution Procedure).

38.2 The Supplier shall continue to provide the Services in accordance with the terms of this Framework Agreement and/or any Call-Off Agreement until a Dispute has been resolved.

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39. Governing Law and Jurisdiction

- 39.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 39.2 Subject to Clause 38 (Disputes) and Schedule 5.2 (Dispute Resolution Procedure), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

40. Counterparts

- 40.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 40.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS of which this Framework Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of the **NATIONAL HEALTH SERVICE COMMISSIONING BOARD**

SIGNED for and on behalf of **CAPITA BUSINESS SERVICES LTD**

Signature

Signature

Name

Name

Position.....

Position.....

Date.....

Date.....