

UK EXPORT FINANCE
AND
TALBOT UNDERWRITING LTD

POLITICAL AND CREDIT RISK INSURANCE
FRAMEWORK AGREEMENT
REFERENCE NUMBER 1211

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THIS AGREEMENT is made on the date of the last signature
BETWEEN:

- (1) **THE SECRETARY OF STATE ACTING THROUGH THE EXPORT CREDITS GUARANTEE DEPARTMENT** operating as **UK EXPORT FINANCE** (the "**Authority**") whose offices are located at 1 Horse Guards Road, London SW1A 2HQ; and
- (2) **TALBOT UNDERWRITING LTD** which is a company registered in England and Wales under company number 02202362 and whose registered office is at 60 Threadneedle Street, London, EC2R 8HP (the "**Supplier**").

RECITALS

- (A) The Authority placed a contract notice in the UK Find a Tender Service dated 6 May 2022 (reference number: ITT 335/346) (the "**Notice**") and issued an invitation to tender (the "**Invitation to Tender**") to suppliers of insurance and insurance brokerage services interested in entering into a framework for the supply of such services to the Authority.
- (B) The Notice consisted of two separate lots as follows:
 - insurance brokerage ("**Lot 1**"); and
 - insurance panel ("**Lot 2**").
- (C) In response to the Invitation to Tender, the Supplier submitted a tender in respect of Lot 2 to the Authority (set out in Framework Schedule 13 (*Tender*)) (the "**Tender**") through which it represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner. Furthermore, the Supplier submitted the Tender as the managing agent of member(s) of Lloyd's Syndicate 1183.
- (D) On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement to provide the Lot 2 Services from time to time.
- (E) This Framework Agreement sets out the award and ordering procedure, the main terms and conditions for any Call Off Contract the Authority may conclude and the obligations of the Supplier and Authority during and after the Framework Period.
- (F) The Supplier acknowledges that there will be no obligation for the Authority to place any contracts under this Framework Agreement during the Term.

PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Clause 1 (*Definitions and Interpretation*) or the relevant Framework Schedule in which that capitalised expression appears.

1.1.2 If a capitalised expression does not have an interpretation in this Clause 1 (*Definitions and Interpretation*) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

"**Affiliates**" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time and "**Affiliate**" shall be construed accordingly;

"**Approval**" means the prior written consent of the Authority and "**Approve**" and "**Approved**" shall be construed accordingly;

"**Audit**" means an audit carried out pursuant to Clause 12 (*Records, Audit Access and Reporting*);

"**Auditor**" means the Authority, and/or the National Audit Office, and/or any auditor appointed by the Audit Commission and/or the representatives of any of them;

"**Authority**" means the Secretary of State acting through the Export Credits Guarantee Department whose office is at 1 Horse Guards Road, London, SW1A 2HQ and which operates as UK Export Finance;

"**Authority Cause**" means any breach of the obligations of the Authority (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Authority in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Authority is liable to the Supplier;

"**Authority Confidential Information**" means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers, customers and clients of the Authority, including the existence or content of any Contract of Insurance, all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");

"Authority Personal Data" means any Personal Data supplied for the purposes of, or in connection with, this Framework Agreement by the Authority to the Supplier;

"Authority Representative" means the representative appointed by the Authority from time to time in relation to this Framework Agreement;

"Broker" means a supplier that has entered into a call off contract with the Authority to provide Lot 1 insurance brokerage services pursuant to the Framework;

"Broker Call Off Contract" means a contract for the provision of insurance brokerage services by a supplier to the Authority under Lot 1 of the Framework comprising the terms set out in:

- (a) Template Broker Call Off Letter of Appointment;
- (b) Template Broker Call Off Terms;
- (c) Joint Schedule 1 (*Corporate Social Responsibility*); and
- (d) Joint Schedule 2 (*Processing Data*),

and entered into pursuant to the Framework Agreement and in accordance with the Call Off Procedure;

"Call Off Contract" means a Contract of Insurance concluded between the Authority and an Insurer pursuant to the Framework Agreement and in accordance with the Call Off Procedure;

"Call Off Procedure" means the process for awarding any call off contract under the Framework (including Call Off Contract(s)) pursuant to Clause 5 (*Call Off Procedure*) and Framework Schedule 3 (*Call Off Procedure*);

"Central Government Body" means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"Change in Law" means any change in Law which comes into force after the Framework Commencement Date and impacts on the supply of the Services and performance of the Template Broker Call Off Letter of Appointment and/or Template Contract of Insurance;

"Change of Control" means a change of control within the meaning of section 450 of the Corporation Tax Act 2010;

"Commercially Sensitive Information" means the information listed in Framework Schedule 6 (*Commercially Sensitive Information*) which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

"Confidential Information" means the Authority Confidential Information and/or the Supplier Confidential Information as the context requires;

"Contract of Insurance" means the contract of insurance or reinsurance awarded by the Authority to the Insurer under the Framework comprising the terms set out in:

- (a) the Template Contract of Insurance Letter of Award;
- (b) the Template Contract of Insurance;
- (c) Joint Schedule 1 (*Corporate Social Responsibility*); and
- (d) Joint Schedule 2 (*Data Processing*),

and entered into pursuant to the Framework Agreement and in accordance with the Call Off Procedure;

"Contracting Authority" shall have the meaning given to it in regulation 2 of the Public Contract Regulations 2015;

"Control" means control as defined in sections 1124 and 450 of the Corporation Tax Act 2010 and **"Controlled"** shall be construed accordingly;

"Controller" has the meaning given to that term in Joint Schedule 2 (*Data Processing*);

"Crown" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Crown Body" means any department, office or executive agency of the Crown;

"CRTPA" means the Contracts (Rights of Third Parties) Act 1999;

"Cyber Essentials Certificate" means the certification awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

"Cyber Essentials Data" means information as referred to in the Cyber Essentials Scheme;

"Cyber Essentials Plus Certificate" means the certification awarded on the basis of an assessment by an independent certification body, under the Cyber Essentials Scheme, and is the highest level of cyber security assurance;

"Cyber Essentials Scheme" means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials scheme can be found here: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>;

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework Agreement, including any Personal Data Breach;

"Data Protection Legislation" means

- (a) the UK GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; and
- (b) all applicable Law about the processing of personal data and privacy;

"Data Subject" has the meaning given in the Data Protection Legislation;

"Data Subject Access Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Default" means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority;

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the procedure for variations in Clause 13.1 (*Variation Procedure*) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

"Dispute Notice" means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;

"Dispute Resolution Procedure" means the dispute resolution procedure set out in Framework Schedule 7 (*Dispute Resolution Procedure*);

"DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;

"EIRs" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

"FCA" means the Financial Conduct Authority, an independent body corporate with statutory powers derived from the Financial Services and Markets Act 2000, and its successors in title;

"FOIA" means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Framework" means the framework arrangements established by the Authority for the provision of insurance and insurance brokerage services by suppliers (including the Supplier or Insurers) pursuant to the Notice;

"Framework Agreement" means the Clauses of this Framework Agreement together with the Framework Schedules, the Joint Schedules and any appendices and annexes to the same;

"Framework Commencement Date" means 16 January 2023;

"Framework Lot 1 Supplier" means a supplier appointed to Lot 1 pursuant to the Notice;

"Framework Lot 2 Supplier" means a supplier appointed to Lot 2 pursuant to the Notice;

"Framework Period" means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;

"Framework Prices" means the prices set out in Framework Schedule 2 (*Framework Prices*);

"Framework Schedule(s)" means the Schedule(s) to this Framework Agreement;

"Fraud" means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;

"Further Competition Award Criteria" means the award criteria set out in Framework Schedule 4 (*Award Criteria*);

"Further Competition Procedure" means the procedure for awarding a Contract of Insurance as set out in Paragraph 3 of Framework Schedule 3 (*Call Off Procedure*);

"General Anti-Abuse Rule" means:

- (a) the legislation in Part 5 of the Finance Act 2013; and

- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"General Change in Law" means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a comparable supply of services;

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person carrying on the relevant regulated activities in the United Kingdom and in accordance with applicable Regulatory Requirements;

"Government" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data" means

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority Confidential Information, and which:
 - (i) are supplied to the Supplier or an Insurer by or on behalf of the Authority; and/or
 - (ii) the Supplier is required to generate, process, store or transmit pursuant to this Framework Agreement; or
- (b) any Personal Data for which the Authority is the Controller;

"Guidance" means any guidance issued or updated by the Government from time to time in relation to the Regulations;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others;

"HMRC" means Her Majesty's Revenue and Customs;

"Improvement Notice" means the notice served by the Authority pursuant to Clause 19 (*Authority Remedies*);

"Improvement Plan" means the plan developed and revised by the Supplier from time to time in accordance with Clause 19 (*Authority Remedies*);

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Insolvency Event" means when:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service), an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) whilst being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 of the Insolvency Act 1986; or
- (h) where the Supplier is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership;

"Insurer" means an entity acting as insurer or reinsurer under a Contract of Insurance placed pursuant to the Framework from time to time including (as the context requires):

- (a) a Framework Lot 2 Supplier;
- (b) where relevant, the member(s) of the relevant Lloyd's Syndicate of which a Framework Lot 2 Supplier is the managing agent;
- (c) where relevant, the member(s) of the relevant Lloyd's Syndicate of which a Nominated Insurer is the managing agent; or
- (d) where relevant, a Nominated Insurer of a Framework Lot 2 Supplier,

and **"Insurers"** shall be interpreted accordingly;

"Insurance Services Brokerage" means the fee paid by the Authority to the Broker under a Broker Call Off Contract for placing a Contract of Insurance and the provision of ongoing services in respect of such Contract of Insurance (where relevant), and as calculated in accordance with Framework Prices applied to a Contract of Insurance;

"Intellectual Property Rights" or "IPR" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trademarks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction;

"Invitation to Tender" has the meaning given to it in the Recitals;

"IPT" means Insurance Premium Tax at the current rate payable in the event that export credit insurance ceases to be exempt;

"Joint Schedule" means each of the following:

- (a) Joint Schedule 1 (*Corporate Social Responsibility*); and
- (b) Joint Schedule 2 (*Data Processing*), which are
incorporated into this Framework Agreement;

"Key Performance Indicators" or "KPIs" means the performance measurements and targets set out in Part C of Framework 0 (*Services and Key Performance Indicators*) as varied from time to time in accordance with this Framework Agreement;

"Key Sub-Contract" means any contract or agreement (or proposed contract or agreement), other than a Call Off Contract or this Framework Agreement, pursuant to which a third party:

- (a) provides the Services (or any part of them);
- (b) is responsible for the management, direction or control of the provision of the Services (or any part of them);
- (c) provides the services (or any part of them) under any Call Off Contract; or
- (d) is responsible for the management, direction or control of the provision of the services (or any part of them) under any Call Off Contract;

"Key Sub-Contractor" means a sub-contractor with a Key Sub-Contract;

"KPI Targets" means the KPI targets set out in Table 1 of Part C of Framework 0 (*Services and Key Performance Indicators*);

"Know-How" means all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or the Authority's possession before the Framework Commencement Date;

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, rule of common law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation with which the relevant Party is bound to comply and **"Laws"** shall be construed accordingly;

"Lloyd's" means the society incorporated by Lloyd's Act 1871 by the name of Lloyd's of One Lime Street London EC3M 7HA;

"Lloyd's Requirements" means the Lloyd's Acts 1871 to 1982, all byelaws made thereunder and all requirements of the Council;

"Lloyd's Syndicate" means a member or a group of members of Lloyd's forming a syndicate for one or more years of account in accordance with Lloyd's Requirements;

"Losses" means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis), disbursements, costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise and **"Loss"** shall be interpreted accordingly;

"Lot 1" has the meaning given to it in the Recitals;

"Lot 2" has the meaning given to it in the Recitals;

"Market Presentation" means the information provided to the Insurer(s) by the Authority and/or Broker during a Further Competition Procedure in order to seek insurance quotations;

"Month" means an entire calendar month and **"Monthly"** shall be interpreted accordingly;

"National Insurance Contributions" means the contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"Nominated Insurer" means an Affiliate of a Framework Lot 2 Supplier and listed in Framework Schedule 10 (*Nominated Insurers*) and **"Nominated Insurers"** shall be interpreted accordingly;

"Notice" has the meaning given to it in the Recitals;

"Occasion of Tax Non-Compliance" means where:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2015 which is found on or after 1 April 2016 to be incorrect as a result of:
 - (i) the Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2015 which gives rise, on or after 1 April 2016, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;

"Party" means the Authority or the Supplier and **"Parties"** shall be interpreted accordingly;

"Personal Data" shall have the same meaning given to it in the UK GDPR;

"Personal Data Breach" shall have the meaning given to it in the UK GDPR;

"Premium" means the cost of a Contract of Insurance excluding the Insurance Services Brokerage, VAT (if applicable) and IPT (if applicable);

"Primary Broker" means the supplier who submitted the most economically advantageous Lot 1 tender;

"Processing" has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and **"Process"** and **"Processed"** shall be interpreted accordingly;

"Processor" has the meaning given to it in the Data Protection Legislation;

"Prohibited Act" means:

- (a) directly or indirectly offering, promising or giving any person working for or engaged by the Authority a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement and each Call Off Contract;
- (c) committing any offence:

- (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts in relation to this Framework Agreement or any other contract with the Authority;
 - (iv) by defrauding, attempting to defraud or conspiring to defraud the Authority or other public body; and/or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"PRA" means the Prudential Regulation Authority, part of the Bank of England, with statutory powers derived from the Financial Services and Markets Act 2000 and its successors in title;

"Regulations" means the Public Contracts Regulations 2015 as amended from time to time;

"Regulatory Bodies" means the FCA and PRA and their overseas equivalent and other government departments and Lloyd's regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement and **"Regulatory Body"** shall be construed accordingly;

"Regulatory Requirements" means all rules and regulations (including all applicable and other financial services laws, statutes, statutory guidance rules and regulations and the FCA's or PRA's handbook of rules and guidance as amended, Lloyd's guidance, bye-laws or codes of conduct, and any other rules which the FCA, PRA or Lloyd's is applying to the relevant person), bye-law, order, decree, code of practice, circular, directive or other legislative measure, of or made by any relevant Regulatory Body;

"Relevant Requirements" all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010, and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority" means HMRC or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;

"Replacement Services" means any services which are substantially similar to any of the Services and which are received in substitution for the Services following the expiry or termination of this Framework Agreement;

"Replacement Supplier" any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time;

"Request for Information" means a request for information relating to this Framework Agreement, any Call Off Contract or the provision of the Services or an apparent

request for such information under the Code of Practice on Access to Government Information, FOIA or the EIR;

"Reserve Broker" means the supplier who submitted the second most economically advantageous Lot 1 tender;

"Security Policy" means the Cyber Essentials Scheme;

"Services" means the services described in Framework 0 (*Services and Key Performance Indicators*) which may be ordered under a Call Off Contract by the Authority pursuant to Framework Schedule 3 (*Call Off Procedure*);

"Specific Change in Law" means a Change in Law that relates specifically to the business of the Authority and which would not affect a comparable supply of services to another customer of the Supplier that are the same or similar to the Services;

"Standards" means:

- (a) any standards published by a Regulatory Body, BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
- (b) any standards detailed in the specification in Framework 0 (*Services and Key Performance Indicators*);
- (c) any standards detailed by the Authority in the Call Off Contract following a Further Competition Procedure or agreed between the Parties from time to time; and
- (d) any relevant Government codes of practice and guidance applicable from time to time;

"Statement of Requirements" means a statement issued by the Broker on behalf of the Authority detailing the Lot 2 Services issued in accordance with the Call Off Procedure and during a Further Competition Procedure;

"Storage Media" means the part of any device that is capable of storing and retrieving data;

"Supplier" has the meaning given to it above;

"Supplier Confidential Information" means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including all IPRs, together with information derived from the foregoing and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");

"Supplier Personnel" means all persons employed or engaged by the Supplier together with the Supplier's directors, officers, employees, agents, suppliers, contractors, consultants and, without prejudice to Clause 24.1.2, sub-contractors (including Key Sub-Contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Contracts;

"Supplier Representative" means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;

"Template Broker Call Off Letter of Appointment" means the template letter of appointment incorporated into Part A of Framework Schedule 11 (*Template Broker Call Off Letter of Appointment and Template Broker Call Off Terms*);

"Template Broker Call Off Terms" means the template call off terms incorporated into Part B of Framework Schedule 11 (*Template Broker Call Off Letter of Appointment and Template Broker Call Off Terms*);

"Template Contract of Insurance" means the template contractual terms incorporated into Framework Schedule 12 (*Template Contract of Insurance and Template Contract of Insurance Letter of Award*);

"Template Contract of Insurance Letter of Award" means the template letter of award incorporated into Framework Schedule 12 (*Template Contract of Insurance and Template Contract of Insurance Letter of Award*);

"Tender" means the tender submitted by the Supplier to the Authority, a copy of which is set out in Framework Schedule 13 (*Tender*) including the Supplier's response to the award questionnaire;

"Termination Notice" means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Agreement on a specified date and setting out the grounds for termination;

"Transparency Information" means the Transparency Reports and the Framework Agreement, including any changes to this Framework Agreement agreed from time to time, except for:

- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority;
- (b) Authority Confidential Information;
- (c) Commercially Sensitive Information; and
- (d) any information which the Authority may withhold from disclosure pursuant to Regulation 108(3) of the Regulations;

"Transparency Reports" means the information relating to the performance of this Framework Agreement as detailed further in Table 1 to Part C of Framework 0 (*Services and Key Performance Indicators*) which are identified as being reported publicly by Government;

"**UK GDPR**" means the UK Data Protection Act 2018 ("DPA 2018") and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 under the European Union (Withdrawal) Act 2018;

"**Variation**" has the meaning given to it in Clause 13.1.1;

"**Variation Form**" means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 8 (*Variation Form*);

"**Variation Procedure**" means the procedure for carrying out a Variation as set out in Clause 13.1 (*Variation Procedure*);

"**VAT**" means value added tax in accordance with the provisions of the Value Added Tax Act 1994 as amended;

"**Working Day**" means any day other than a Saturday, Sunday or public holiday in England and Wales and "**Working Days**" shall be interpreted accordingly; and

"**Year**" means a period of 12 Months and "**Years**" shall be construed accordingly.

1.2 Interpretation

1.2.1 In this Framework Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) 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";
- (f) 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;
- (g) references to "**representations**" shall be construed as references to present facts; to "**warranties**" as references to present and future facts; and to "**undertakings**" as references to obligations under this Framework Agreement;

- (h) references to "**Clauses**" and "**Framework Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to "**Paragraphs**", parts, annexes and tables are, unless otherwise provided, references to the Paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
- (i) any reference to this Framework Agreement includes Clause 1.1 (*Definitions*) and the Framework Schedules; and
- (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

1.2.2 The following documents are incorporated into this Framework Agreement:

- (a) Joint Schedule 1 (*Corporate Social Responsibility*); and
- (b) Joint Schedule 2 (*Data Processing*).

1.2.3 Subject to Clauses 1.2.4 and 1.2.5, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:

- (a) Framework Clauses including Clause 1 (*Definitions and Interpretation*);
- (b) Joint Schedule 2 (*Data Processing*);
- (c) Framework Schedule 1 (*Services and Key Performance Indicators*) to Framework Schedule 12 (*Template Contract of Insurance and Template Contract of Insurance Letter of Award*) inclusive (excluding Framework Schedule 13 (*Tender*));
- (d) Joint Schedule 1 (*Corporate Social Responsibility*); and
- (e) Framework Schedule 13 (*Tender*).

1.2.4 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Contract, the provisions of this Framework Agreement shall prevail over those of the Call Off Contract save that:

- (a) any refinement to the Template Contract of Insurance and Template Contract of Insurance Letter of Award permitted for the purposes of a Call Off Contract under Clause 4 (*Scope of Framework Agreement*) and Framework Schedule 3 (*Call Off Procedure*) shall prevail over the Template Contract of Insurance and Template Contract of Insurance Letter of Award; and
- (b) subject to Clause 1.2.5, the Call Off Contract shall prevail over Framework Schedule 13 (*Tender*).

1.2.5 Where Framework Schedule 13 (*Tender*) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

1.3 In entering into this Framework Agreement, the Authority is acting as part of the Crown.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

2.1.1 the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Framework Agreement;

2.1.2 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Framework Commencement Date) and has entered into this Framework Agreement in reliance on its own due diligence alone; and

2.1.3 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges arising as a result of, any misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere.

3. SUPPLIER'S APPOINTMENT

3.1 The Authority hereby appoints the Supplier as a potential provider of the Services.

3.2 NOT USED

3.3 The Supplier agrees and acknowledges that:

3.3.1 an obligation on the Supplier to do or to refrain from doing any act or thing under Clause 15 (*Provision and Protection of Information*) of this Framework Agreement shall include an obligation on the Supplier to procure that the member(s) of the relevant Lloyd's Syndicate also do or refrain from doing such act or thing;

3.3.2 references to the Supplier in Clause 20.7 (*Termination for Material Breach of Contracts of Insurance*) of the Framework Agreement shall be construed as references to member(s) of the relevant Lloyd's Syndicate; and

3.3.3 it shall remain responsible for all acts and omissions of the member(s) of the relevant Lloyd's Syndicate under Clause 15 (*Provision and Protection of Information*) of this Framework Agreement.]

3.4 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it, the Authority agrees to pay and the Supplier agrees

to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

4. SCOPE OF FRAMEWORK AGREEMENT

4.1 The Supplier acknowledges and agrees that:

4.1.1 there is no obligation whatsoever on the Authority to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement; and

4.1.2 in entering into this Framework Agreement, no volume or value guarantee is granted by the Authority in relation to the provision of the Services by the Supplier.

5. CALL OFF PROCEDURE

5.1 If the Authority decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Contracts for the Services from the Supplier by following Framework Schedule 3 (*Call Off Procedure*).

5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 3 (*Call Off Procedure*).

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants that:

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

6.1.2 this Framework Agreement is executed by its duly authorised representative;

6.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and

6.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

6.2 The Supplier represents and warrants that:

6.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

- 6.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its parent company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement including, in respect of an Insurer, that it is an entity with permission under Part IVA of the Financial Services and Markets Act 2000 (as amended from time to time) ("**FSMA**") to carry out regulated activities in the UK in connection with carrying out and effecting contracts of insurance or, in the case of a Managing Agent, to manage the underwriting capacity of a Lloyd's syndicate and that, in respect of the member(s) of a Lloyd's Syndicate, that they are approved as members under the Lloyd's Acts 1871-1982;
- 6.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
- 6.2.4 the execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
- 6.2.5 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
- 6.2.6 it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non-Compliance;
- 6.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier to the Authority which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
- 6.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority;
- 6.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement; and
- 6.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager,

administrator or similar officer in relation to any of the Supplier's assets or revenue.

- 6.3 Each of the representations and warranties set out in Clauses 6.1 and 6.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 6.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 6.1 and 6.2 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.
- 6.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
- 6.6 Each time that a Call Off Contract is entered into, the warranties and representations in Clauses 6.1 and 6.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

7. CYBER ESSENTIALS SCHEME CONDITION

- 7.1 The Supplier shall deliver to the Authority evidence of a valid Cyber Essentials Certificate (or equivalent) or Cyber Essential Plus Certificate (or equivalent) on or prior to the Framework Commencement Date.
- 7.2 *Not used.*
- 7.3 Where the Supplier continues to Process Cyber Essentials Data during the Framework Period or the term of any Call Off Contract the Supplier shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Certificate (or equivalent) or Cyber Essentials Plus Certificate (or equivalent) on each anniversary of the first Cyber Essentials Certificate (or equivalent) or Cyber Essentials Plus Certificate (or equivalent) obtained by the Supplier under Clause 7.1.
- 7.4 *Not used.*
- 7.5 In the event that the Supplier fails to comply with Clause 7.3, the Authority reserves the right to terminate this Framework Agreement for material Default.

8. FRAMEWORK PERIOD

- 8.1 This Framework Agreement shall have effect from the Framework Commencement Date (so as to govern the relationship of the Parties from that date) and shall expire on 15 January 2025 at the end of the Framework Period:
- 8.1.1 unless it is terminated earlier in accordance with the terms of this Framework Agreement; or
- 8.1.2 unless otherwise terminated by operation of Law.

- 8.2 The Authority may extend the duration of this Framework Agreement for any period or periods up to a maximum of two (2) Years in total from the expiry of the initial Framework Period, with each period of extension not exceeding 12 Months at each time by giving the Supplier no less than three (3) Months' written notice.

9. FRAMEWORK AGREEMENT PERFORMANCE

- 9.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:
- 9.1.1 the requirements of this Framework Agreement;
 - 9.1.2 Good Industry Practice;
 - 9.1.3 all applicable Standards; and
 - 9.1.4 in compliance with all applicable Law.
- 9.2 The Supplier shall bring to the attention of the Authority any conflict between any of the requirements of Clause 9.1 and shall comply with the Authority's decision on the resolution of any such conflict.

10. KEY PERFORMANCE INDICATORS

The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part C of Framework 0 (*Services and Key Performance Indicators*).

11. STANDARDS

- 11.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Contract, including any Standards set out in Part B of Framework 0 (*Services and Key Performance Indicators*).
- 11.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
- 11.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision of the Services is explained to the Authority within a reasonable timeframe, prior to the implementation of the new or emergent Standard.
- 11.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier.
- 11.5 Where a standard, policy or document is referred to in Framework 0 (*Services and Key Performance Indicators*) 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 Authority and the Parties shall agree the impact of such change.

FRAMEWORK AGREEMENT GOVERNANCE

12. RECORDS, AUDIT ACCESS AND REPORTING

12.1 The Supplier shall keep and maintain, until the later of:

12.1.1 seven (7) Years after the date of termination or expiry of this Framework Agreement;

12.1.2 seven (7) Years after the date of termination or expiry of the last Call Off Contract to expire or terminate; or

12.1.3 such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Call Off Contracts entered into with the Authority, the Services provided pursuant to the Call Off Contracts, and the amounts paid and/or received by the Authority under the Call Off Contracts. The Supplier shall keep the records and accounts referred to in Clause 12.1 in accordance with Good Industry Practice and Law.

12.2 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 12.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier of any of the Supplier's obligations under this Framework Agreement, including for the following purposes to:

12.2.1 verify the Supplier's compliance with the applicable Law;

12.2.2 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

12.2.3 identify or investigate any circumstances which may impact upon the financial stability of the Supplier or its ability to perform the Services;

12.2.4 obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

12.2.5 carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

12.2.6 enable the National Audit Office to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

12.2.7 review the integrity, confidentiality and security of the Authority Confidential Information; and/or

12.2.8 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Supplier's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.

12.3 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority.

12.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

12.4.1 all information within the scope of the Audit requested by the Auditor;

12.4.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and

12.4.3 access to the Supplier Personnel.

12.5 If an Audit reveals that a material Default has been committed by the Supplier then the Authority shall be entitled to terminate this Framework Agreement.

12.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 12.

12.7 The Supplier shall provide the following information to the Authority:

12.7.1 a copy of the annual audited accounts within two (2) Months from approval; and

12.7.2 a report on the amount of funds at Lloyd's ([Funds at Lloyd's - Lloyd's \(lloyds.com\)](https://www.lloyds.com) no later than 30 April annually).

13. CHANGE

13.1 Variation Procedure

13.1.1 Subject to the provisions of this Clause 13.1 (*Variation Procedure*) and, in respect of any change to Nominated Insurers, subject to the provisions of Framework Schedule 10 (*Nominated Insurer(s)*), the Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

13.1.2 The Authority may request a Variation by completing and sending the Variation Form as set out in Framework Schedule 8 (*Variation Form*) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

13.1.3 The Supplier shall respond to the Authority's request pursuant to Clause 13.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.

13.1.4 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Framework Prices (in the case of a Framework Lot 1 Supplier) that may be included in a request for a Variation or response to it as a consequence thereof,

the Authority may:

- (a) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
- (b) acting reasonably, terminate this Framework Agreement with immediate effect.

13.2 Legislative Change

13.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the Framework Prices as a result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.

13.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 13.2.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Services, the Framework Prices or this Framework Agreement; and
- (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs; and
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

13.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 13.2.1(b)) shall be implemented in accordance with Clause 13.1 (*Variation Procedure*).

14. PROMOTING TAX COMPLIANCE AND FINANCIAL STANDING

14.1 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

14.1.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

14.1.2 promptly provide to the Authority:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

14.2 Financial Standing and Credit rating

14.2.1 The Supplier shall as soon as reasonably practicable notify the Authority in writing of any material change in financial standing and/or if any one of the following applies:

- (a) an Insurer's AM Best rating is assigned or downgraded below A-;
- (b) an Insurer's Standard and Poor's rating is assigned or downgraded below A-;
- (c) an Insurer's Fitch rating is assigned or downgraded below A-;
- (d) an Insurer's Moody's rating is assigned or downgraded below A3; or
- (e) an Insurer ceases to be rated by any of Standard and Poor's, Moody's, Fitch or AM Best.

14.3 In the event that the Supplier fails to comply with this Clause 14 (*Promoting Tax Compliance and Financial Standing*) and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, the Authority reserves the right to terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier.

15. PROVISION AND PROTECTION OF INFORMATION

15.1 Confidentiality

15.1.1 For the purposes of this Clause 15.1 (*Confidentiality*), "**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.

15.1.2 Except to the extent set out in this Clause 15.1 (*Confidentiality*), or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

- (a) 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);
- (b) 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 Disclosing Party's prior written consent;
- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
- (d) 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.

15.1.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 15.3 (*Freedom of Information*) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of the 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 Authority is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is 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 or National Crime Agency.

15.1.4 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.

15.1.5 The Supplier may only disclose Authority Confidential Information on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know Authority Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement;
- (b) its auditors; and/or
- (c) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

15.1.6 Where the Supplier discloses the Authority Confidential Information pursuant to Clause 15.1.5, 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.

15.1.7 The Authority may disclose Supplier Confidential Information:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 15.1.7(a) for any purpose relating to or connected with this Framework Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement;
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Authority; or
- (g) to the Authority's employees, agents, consultants, advisers and contractors,

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 Authority under this Clause 15.1.7.

15.1.8 For the avoidance of doubt, the Supplier Confidential Information that the Authority may disclose under Clause 15.1.7 shall include information relating to Call Off Contracts, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Contract) and the terms of any Call Off Contract may be shared with any Central Government Body from time to time.

15.1.9 Nothing in this Clause 15.1 (*Confidentiality*) shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has 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.

15.1.10 The Supplier shall, at all times during and after the performance of this Framework Agreement, indemnify the Authority and keep the Authority fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Authority arising from any breach of the Supplier's obligations under this Clause 15.1 (*Confidentiality*) except and to the extent that such liabilities have resulted directly from the Authority's instructions.

15.1.11 In the event that the Supplier fails to comply with Clauses 15.1.2 to 15.1.5, the Authority reserves the right to terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier.

15.2 Transparency

15.2.1 The Parties acknowledge that Transparency Information is not Confidential Information.

15.2.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish:

- (a) Transparency Information; or
- (b) this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the Regulations redacted), including any changes to this Framework Agreement agreed from time to time,

and the Supplier shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information or Framework Agreement.

15.3 Freedom of Information

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

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the 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;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier's possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

15.3.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The 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) for the purpose of this Framework Agreement, the 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.

15.4 Protection of Data

- 15.4.1 The Supplier must process Personal Data and ensure that Supplier Personnel process Personal Data only in accordance with Joint Schedule 2 (*Processing Data*).
- 15.4.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 15.4.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Authority copies every six (6) Months.
- 15.4.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy.
- 15.4.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under this Framework Agreement or any Call Off Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.4.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable, the Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

15.4.7 The Supplier must pay each Party's reasonable costs of complying with Clause 15.4.6 unless the Authority is at fault.

15.4.8 The Supplier must:

- (a) provide the Authority with all Government Data in an agreed open format within ten (10) Working Days of a written request;
- (b) have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) subject to Clause 12 (*Records, Audit Access and Reporting*), securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it; and
- (e) indemnify the Authority against any and all Losses incurred if the Supplier breaches this Clause 15.4 (*Protection of Data*) and any Data Protection Legislation.

16. PUBLICITY AND BRANDING

16.1 The Supplier shall not:

16.1.1 make any press announcements or publicise this Framework Agreement in any way; or

16.1.2 use the Authority's name or brand in any promotion or marketing or announcement of Call Off Contracts, without Approval (the decision of the Authority to Approve or not 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 approval and/or 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 and/or endorsement.

16.3 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority and Clause 15.2.2 including any

examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

LIABILITY AND INSURANCE

17. LIABILITY

17.1 Neither Party excludes or limits its liability for:

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

17.1.2 bribery or Fraud by it or its employees; or

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

17.2 Subject always to Clauses 17.1, 17.3 and 17.5, the Supplier's liability to the Authority for each year of this Framework Agreement:

17.2.1 in respect of loss of or damage to the Authority's premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Government Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed £1 million (One Million Pounds) for each individual claim;

17.2.2 in respect of:

(a) loss or damage to Government Data; or

(b) breach of the Data Protection Legislation,

that is caused by Default of the Supplier shall in no event exceed £5 million (Five Million Pounds) for each individual claim; and

17.2.3 in respect of all other Losses incurred by the Authority under or in connection with this Framework Agreement as a result of Defaults by the Supplier shall in no event exceed £5 million (Five Million Pounds) for each individual claim.

17.3 Notwithstanding Clause 17.2, the Supplier does not exclude or limit its liability for the indemnity given under Clause 15.1.10.

17.4 Subject to Clause 17.1 and without prejudice to Clause 17.5, the Authority's total aggregate liability to the Supplier under this Framework Agreement (whether in tort, contract or otherwise) is no more than £100,000.

17.5 Subject to Clauses 17.1 and 17.6, neither Party shall be liable to the other Party for any:

17.5.1 indirect, special or consequential Loss; or

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

17.6 Notwithstanding to Clause 17.5, but subject to the limits stated in Clause 17.2, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

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

17.6.2 any wasted expenditure or charges;

17.6.3 the additional cost of procuring Replacement Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Framework Agreement;

17.6.4 any compensation or interest paid to a third party by the Authority; and/or

17.6.5 any fine, penalty or costs incurred by the Authority pursuant to Law.

17.7 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 17 (*Liability*) shall not limit the Supplier's liability to the Authority under any Call Off Contract and the Supplier's liability under a Call Off Contract shall be as provided for in that Call Off Contract only.

18. INSURANCE

18.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Call Off Contract, in accordance with Framework Schedule 5 (*Insurance Requirements*).

18.2 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Call Off Contract.

REMEDIES

19. AUTHORITY REMEDIES

19.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 20.1 (*Termination on Material Default*), if the Supplier fails to achieve a KPI Target, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

19.1.1 the Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, an Improvement Plan within ten (10) Working Days of a written request by the Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable;

19.1.2 the Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings; and

19.1.3 the Authority shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.

19.2 In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:

19.2.1 fails to implement such requirements for improvement as set out in the Improvement Notice; and/or

19.2.2 fails to implement an Improvement Plan Approved by the Authority,

then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Authority shall be entitled to terminate this Framework Agreement.

TERMINATION AND SUSPENSION

20. AUTHORITY TERMINATION RIGHTS

20.1 Termination on Material Default

20.1.1 The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier fails to accept a Call Off Contract pursuant to Paragraph 5 of Framework Schedule 3 (*Call Off Procedure*);
- (b) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 7.5 (*Cyber Essentials Scheme Condition*);
 - (ii) Clause 13.1 (*Variation Procedure*);
 - (iii) Clause 15.1.11 (*Confidentiality*);
 - (iv) Clause 19.2 (*Authority Remedies*);
 - (v) Clause 23.1.2 (*Compliance*);
 - (vi) Clause 27.6.2 (*Prevention of Fraud and Bribery*);
 - (vii) Clause 28.3 (*Conflicts of Interest*); and/or
 - (viii) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;

- (c) the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
 - (i) Clause 6 (*Representations and Warranties*), except Clause 6.2.6;
 - (ii) Clause 9 (*Framework Agreement Performance*);
 - (iii) Clause 12 (*Records, Audit Access and Reporting*);
 - (iv) Clause 14 (*Promoting Tax Compliance and Financial Standing*);
 - (v) Clause 15.3 (*Freedom of Information*);
 - (vi) Clause 15.4 (*Protection of Data*); and/or
 - (vii) Paragraph 1.2 of Part C of Framework 0 (*Services and Key Performance Indicators*);
- (d) the representation and warranty given by the Supplier pursuant to Clause 6.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;
- (e) the occurrence of an event which renders the performance of all or a material part of the Supplier's obligations under this Agreement unlawful under applicable Law;
- (f) the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or
- (g) the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

20.2 Termination in Relation to Financial Standing

20.2.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Authority there is a material detrimental change in the financial standing of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Framework Agreement.

20.3 Termination on Insolvency

The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

20.4 Termination on Change of Control

20.4.1 The Supplier shall notify the Authority immediately if the Supplier is intending to undergo, undergoes or has undergone a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of the circumstances suggesting and/or explaining that a Change of Control is planned or is in contemplation or has taken place. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is planned or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware that a Change of Control is planned or is in contemplation or has occurred, but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

20.5 Termination for Loss of Insurance Licence

The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where either:

- a) the Supplier ceases to be licensed to carry on regulated activities in the UK including, if the Supplier is a Lloyd's Syndicate or the managing agent of a Lloyd's Syndicate, the Supplier ceases to be authorised to carry on business at Lloyd's, which form part of the Supplier's obligations under this Framework Agreement; or
- b) a Regulatory Body imposes a suspension or restriction upon the Supplier which materially adversely affects the Supplier's ability to perform any part of the Services.

20.6 Termination for downgrading of credit rating

20.6.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where the Supplier fails to maintain at least one of the following credit ratings:

- (a) AM Best rating at A-;
- (b) Standard and Poor's rating at A-;
- (c) Fitch rating at A-; or
- (d) Moody's rating at A3.

20.7 Termination for Material Breach of Contracts of Insurance

20.7.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Insurer does not pay their proportionate shares of any claim made under any contract of insurance between the Authority and the Supplier (awarded pursuant to the Notice or otherwise) to the relevant insured party within 30 Working Days of the date of receipt of such claim (including where there has been a purported or actual denial of cover for such claim and the Authority reasonably believes the claim is valid); or
- (b) the Insurer commits a breach of any confidentiality obligations owed to the Authority under any contract of insurance (awarded pursuant to the Notice or otherwise).

20.8 Termination for breach of Regulations

The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) and (b) of the Regulations.

20.9 Termination Without Cause

The Authority shall have the right to terminate this Framework Agreement at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

20.10 Partial Termination

20.10.1 Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 20.10 (*Partial Termination*) provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

20.10.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 13.1 (*Variation Procedure*) including the effect that the partial termination may have on the provision of any other Services and the Framework Prices provided that:

- (a) where the Supplier has provided Framework Prices, the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Authority's termination rights under Clause 20 (*Authority Termination Rights*) with the exception of Clause 20.9 (*Termination Without Cause*); and/or
- (b) the Supplier shall not be entitled to reject the variation.

21. SUSPENSION OF SUPPLIER'S APPOINTMENT

- 21.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 20 (*Authority Termination Rights*), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Call Off Contracts under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Contract during the period specified in the Authority's notice.
- 21.2 Any suspension under Clause 21.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.
- 21.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Contracts concluded prior to the suspension notice.
- 21.4 If the Authority provides notice to the Supplier in accordance with Clause 21.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.
- 21.5 For the avoidance of doubt, no period of suspension under this Clause 21 (*Suspension of Supplier's Appointment*) shall result in an extension of the Framework Period.

22. CONSEQUENCES OF EXPIRY OR TERMINATION

- 22.1 Notwithstanding the service of a Termination Notice, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 22 (*Consequences of Expiry or Termination*).
- 22.2 Termination or expiry of this Framework Agreement shall not cause any Call Off Contracts to terminate automatically. For the avoidance of doubt, all Call Off Contracts shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call Off Contract.
- 22.3 If the Authority terminates this Framework Agreement under Clause 20.1 (*Termination on Material Default*) or Clause 20.5 (*Termination for Loss of Insurance License*) and then makes other arrangements for the supply of the Services, the Supplier shall indemnify the Authority in full upon demand for the reasonable cost of procuring and implementing any alternative or replacement services to the Services.
- 22.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall promptly delete or return to the Authority any and all of the Authority's Confidential Information and Government Data in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under Clause 12 (*Records, Audit Access and Reporting*) of this Framework Agreement or under any Law or pursuant to any requirements of the FCA.

22.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

22.6 The Supplier must, at no cost to the Authority, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) of the Services.

22.7 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:

22.7.1 Clause 1 (*Definitions and Interpretation*), Clause 6 (*Representations and Warranties*), Clause 6.6, Clause 9 (*Framework Agreement Performance*), Clause 11.1 (*Standards*), Clause 12 (*Records, Audit Access and Reporting*), Clause 15.1 (*Confidentiality*), Clause 15.2 (*Transparency*), Clause 15.3 (*Freedom of Information*), Clause 15.4 (*Protection of Data*), Clause 17 (*Liability*), Clause 18 (*Insurance*), Clause 22 (*Consequences of Expiry or Termination*), Clause 23 (*Compliance*), Clause 25 (*Waiver and Cumulative Remedies*), Clause 27 (*Prevention of Fraud and Bribery*), Clause 29 (*Severance*), Clause 31 (*Entire Agreement*), Clause 32 (*Third Party Rights*), Clause 33 (*Notices*), Clause 34 (*Dispute Resolution*) and Clause 35 (*Governing Law and Jurisdiction*); and

22.7.2 Framework 0 (*Services and Key Performance Indicators*), Framework Schedule 2 (*Framework Prices*), Framework Schedule 5 (*Insurance Requirements*), Framework Schedule 6 (*Commercially Sensitive Information*) and Framework Schedule 13 (*Tender*).

MISCELLANEOUS AND GOVERNING LAW

23. COMPLIANCE

23.1 Compliance with Law

23.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.

23.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 23.1.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by issuing a Termination Notice to the Supplier.

23.2 Equality and Diversity

23.2.1 The Supplier shall:

- (a) perform its obligations under this Framework Agreement (including those in relation to the provision of the Services) in accordance with:

- (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

23.3 Official Secrets Act and Finance Act

The Supplier shall comply with the provisions of:

23.3.1 the Official Secrets Acts 1911 to 1989; and

23.3.2 section 182 of the Finance Act 1989.

24. TRANSFER, ASSIGNMENT AND NOVATION

24.1 The Supplier shall not:

24.1.1 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 or any part of it without Approval; or

24.1.2 enter into Key Sub-Contracts without Approval. Upon receipt of Approval, the Supplier shall comply with the requirements of Procurement Policy Note 01/18 Supply Chain Visibility (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/698482/PPN_0118_Contract_Condition_for_Subcontracting_Supply_chain_spend_on_CF_final_.docx.pdf) as updated from time to time.

24.2 The Supplier remains responsible for all acts and omissions of the Supplier Personnel as if they were its own.

24.3 The Authority may assign, novate or otherwise transfer of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:

24.3.1 any Central Government Body; or

24.3.2 a body other than a Central Government Body which performs any of the functions that previously had been performed by the Authority,

and the Supplier must, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 24.2.

24.4 A change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 24.5, affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

24.5 If the Authority assigns, novates or otherwise transfers of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Authority or if a body which is not a Contracting Authority succeeds the Authority (a "**Transferee**" in the rest of this Clause 24.5) the right of termination of the Authority in Clause 20.3 (*Termination on Insolvency*) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 20.3 (*Termination on Insolvency*) and in the definition of Insolvency Event are to the Transferee).

25. WAIVER AND CUMULATIVE REMEDIES

25.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 33 (*Notices*) 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 further exercise thereof.

25.2 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.

26. 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.

27. PREVENTION OF FRAUD AND BRIBERY

27.1 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 Commencement Date:

27.1.1 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

27.1.2 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.

27.2 The Supplier must not during the Framework Period:

27.2.1 commit a Prohibited Act or any other criminal offence in Regulations 57(1) to 57(3) of the Regulations; and/or

27.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability under them.

27.3 The Supplier must, during the Framework Period:

27.3.1 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;

27.3.2 keep appropriate records of its compliance with its obligations under Clause 27.3.1 and make such records available to the Authority on request;

27.3.3 if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 27.3.3 of all persons associated with the Supplier who are responsible for supplying the Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and

27.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

27.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 27.1 or 27.2, or has reason to believe that it has or any of the Supplier Personnel have:

27.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

27.4.2 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

27.4.3 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 otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.

27.5 If the Supplier makes a notification to the Authority pursuant to Clause 27.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation and allow the Authority to Audit any books, records and/or any other relevant documentation in accordance with Clause 12 (*Records, Audit Access and Reporting*).

27.6 If the Supplier breaches Clause 27.1 or Clause 27.2, the Authority may:

27.6.1 by notice, require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

27.6.2 immediately terminate this Framework Agreement for material Default by issuing a Termination Notice.

27.7 Any notice served by the Authority under Clause 27.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

28. CONFLICTS OF INTEREST

28.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Contract.

28.2 The Supplier shall promptly notify, and provide full particulars to the Authority, if such conflict referred to in Clause 28.1 arises or may reasonably have been foreseen as arising.

28.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is an actual conflict between the pecuniary interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Contract. The action of the Authority pursuant to this Clause 28 (*Conflicts of Interest*) shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

28.4 The Supplier shall not participate in any Further Competition Procedure where the opportunity relates to the following geographic regions: NOT APPLICABLE.

29. SEVERANCE

29.1 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.

29.2 In the event that any deemed deletion under Clause 29.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or if the deemed deletion 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 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 practicable, achieves the Parties' original commercial intention.

29.3 If the Parties are unable to conclude good faith negotiations in accordance with Clause 29.2 to the satisfaction of both Parties within twenty (20) Working Days of the date of the notice given pursuant to Clause 29.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 29 (*Severance*).

30. 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 necessary to give effect to the meaning of this Framework Agreement.

31. ENTIRE AGREEMENT

31.1 This Framework Agreement and the other documents referred to in it constitute the entire agreement between the Parties in respect of the subject matter and supersede and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

31.2 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.

31.3 Nothing in this Clause 31 (*Entire Agreement*) shall exclude any liability in respect of misrepresentations made fraudulently.

32. THIRD PARTY RIGHTS

32.1 A person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

32.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Framework Agreement.

33. NOTICES

33.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 33 (*Notices*), an e-mail is accepted as being "in writing".

33.2 Subject to Clause 33.1, 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 delivery	Proof of Service
Email (subject to Clause 33.3)	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
Royal Mail Signed For TM 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

33.3 The following notices may be served as an attachment to an email or by personal delivery or Royal Mail Signed ForTM 1st Class or other prepaid in the manner set out in the table in Clause 33.2:

33.3.1 any Termination Notice under Clause 20 (*Authority Termination Rights*), including in respect of partial termination;

33.3.2 any notice in respect of:

- (a) Clause 21 (*Suspension of Supplier's Appointment*);
- (b) Clause 25 (*Waiver and Cumulative Remedies*); or
- (c) Default or Authority Cause; and

33.3.3 any Dispute Notice.

33.4 The deemed time of delivery of such notice shall be the deemed time of delivery as set out in the table in Clause 33.2.

33.5 This Clause 33 (*Notices*) 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 Framework Schedule 7 (*Dispute Resolution Procedure*)).

33.6 For the purposes of this Clause 33 (*Notices*), the address of each Party shall be:

33.6.1 For the Authority:

UK Export Finance
Address: 1 Horse Guards London SW1A 2HQ
For the attention of: **Text Redacted** Head of Active Portfolio Management,
Claims and Recoveries

E-mail address: apm@ukexportfinance.gov.uk

33.6.2 For the Supplier:

Talbot Underwriting Ltd
Address: 60 Threadneedle Street, London, EC2R 8HP

For the attention of: **Text Redacted**

E-mail address: **Text Redacted**

33.7 Either Party may change its address for service by serving a notice in accordance with this Clause 33 (*Notices*).

34. DISPUTE RESOLUTION

34.1 The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure.

34.2 Subject to Clause 20 (*Authority Termination Rights*) and Clause 21 (*Suspension of Supplier's Appointment*), the Supplier shall continue to provide the Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.


35. GOVERNING LAW AND JURISDICTION

35.1 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.


35.2 Subject to Clause 34 (*Dispute Resolution*) and Framework Schedule 7 (*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.

IN WITNESS of which this Framework Agreement has been duly executed by the Parties.

Signed for and on behalf of the **SUPPLIER**

Signature: 
Name: _____
Position: Chief Underwriting Officer
Date 14/1/2023

Signed for and on behalf of the **AUTHORITY**

Signature: 
Name: _____
Position: Director of Resources
Date 16/1/2023

SCHEDULE 1 SERVICES AND KEY PERFORMANCE INDICATORS

PART A INTRODUCTION

1. GENERAL

- 1.1 The purpose of Part B of Framework 0 (*Services and Key Performance Indicators*) is for the Authority to lay down the characteristics of the Services that the Supplier will be required to make available under this Framework Agreement (including, if applicable, in each Lot) together with any specific Standards applicable to the Services.
- 1.2 The Services and any Standards set out in Part B below may be refined (to the extent permitted and set out in Framework Schedule 3 (Call Off Procedure) during a Further Competition Procedure to reflect the Authority's Services requirements for entering a particular Call Off Contract.

PART B THE SERVICES

1. INTRODUCTION AND BACKGROUND

- 1.1 The specification of requirements is intended to provide a description of the insurance services that the Supplier may be required to deliver to the Authority under Lot 2.
- 1.2 Lot 2 relates to the provision of contracts of insurance or re-insurance. Further transactions may follow as and when required by the Authority, over the term of the Framework Agreement.
- 1.3 The Authority will seek the provision of insurance through a Further Competition Procedure which will be led by a Broker.

2. INSURER PANEL REQUIREMENTS

- 2.1 Without prejudice to the remainder of the Framework Agreement, the Insurer shall keep the Authority informed of material developments (either directly or via the Broker as appropriate) e.g. changes of control, credit downgrade, provide copy accounts etc
- 2.2 When the Supplier is approached (by the Broker on behalf of the Authority) in respect of a requirement for insurance services as part of the Further Competition Procedure, the Supplier shall comply with its obligations as set out in Paragraph 3 of Framework Schedule 3 (*Call Off Procedure*).

3. LOT 2 MANDATORY REQUIREMENTS

- 3.1 Suppliers shall supply evidence of their FCA and PRA authorisation to carry on the provision of insurance services.
 - (a) In order to meet the minimum standards of economic and financial standing required by the Authority, a Supplier must:

- (i) have a credit rating by AM Best, Fitch and/or Standard & Poor's of A- or better;
 - (ii) have a credit rating by Moody's of A3 or better
- 3.2 On request, as and when a project presents a firm proposal, the Supplier shall attend a Market Presentation or explain to the Authority why it chooses not to attend the presentation which may be conducted via Microsoft Teams or similar technology rather than in person.
- 3.3 The Supplier shall treat the Authority as a completely separate entity of the Government/all other Government departments. The actions and knowledge of any Government department not party to the Contract of Insurance shall be treated as being the knowledge and actions of an independent third party so that the position and rights of the Authority under any insurance or reinsurance arrangements shall not be prejudiced in any way.
- 3.4 The Supplier shall co-operate fully with the Broker to ensure the Contract of Insurance is signed or stamped by the target effective date set out in the Further Competition Procedure.
- 3.5 During a policy period there may be circumstances in which some contract details change. Where a Broker requests, on behalf of the Authority, the amendment of a policy and/or Premium, the Supplier shall acknowledge the request to amend within two (2) Working Days and shall either implement the amendment within a reasonable timeframe to be agreed between the Broker and the Supplier or advise the Broker and/or the Authority the reason(s) why it is unable to implement the amendment.
- 3.6 On request, the Supplier shall disclose any relevant regulatory document(s) to the Authority.

PART C

KEY PERFORMANCE INDICATORS

1. GENERAL

- 1.1 The purpose of this Part C is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause 13.1 (*Variation Procedure*).
- 1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement, use all reasonable endeavours to meet the KPI Targets identified in the table below, and establish processes to monitor its performance against them.
- 1.3 The Authority and the Government (including Cabinet Office) reserve the right to publish:
 - 1.3.1 the Transparency Information; or
 - 1.3.2 any further information relating to the performance of the Supplier against the KPIs as required by the Cabinet Office subject to exemptions under the Regulations and/or FOIA 2000. The Authority shall consult the Supplier on KPIs to be published no less than twenty (20) Working Days before the date on which such publication is due.
- 1.4 Performance review meetings will take place throughout the Framework Period ("**Supplier Review Meetings**") at such times and frequencies as the Authority determine from time to time. The Supplier Review Meetings shall be attended, as a minimum, by the Authority's Representative(s) and/or representative and the Supplier framework manager and/or representative.
- 1.5 The Supplier Review Meetings will review the Supplier's performance under this Framework Agreement.
- 1.6 The KPIs from which performance of this Framework Agreement by the Supplier will be reported against are set out in Table 1 of this Framework 0 (*Services and Key Performance Indicators*).

Table 1

Key Performance Indicator	Description	KPI Measure / Target	Frequency	Transparency Reporting (information to be reported publicly by Government)
Social Values				
1. Timely and Complete:	The report shall include	<ul style="list-style-type: none">Target: Meets / exceeds the Authority requirements, including Tender commitmentsN/A (November, February, May)	Annually (no later than 31 August)	To be reported publicly by UK Government semi-annually as: Green = achieves target Red = does not achieve the target
Social Value Review (Equal Opportunity)				
Fighting climate change	Annual reporting on the Carbon reduction Plan	Reporting Carbon Reduction Plan improvements	Annually	To be reported publicly by UK Government semi-annually as: Red – no report submitted Green – report submitted annually
Overdue Claims				

Key Performance Indicator	Description	KPI Measure / Target	Frequency	Transparency Reporting (information to be reported publicly by Government)
2. <u>Number of overdue claims</u>	<p>100% of claims payments shall be paid by Insurers within 30 Working Days of receipt of the claim.</p> <p>The above shall be calculated by the number of claims submitted by the Authority over 30 Working Days before the quarter-end and which have not been paid by the Insurer</p>	<ul style="list-style-type: none"> Target: zero failures 	Quarterly (before 1 December, 1 March, 1 June, 1 September)	<p>To be reported publicly by UK Government semi-annually as:</p> <p>Green = achieves target</p> <p>Red = does not achieve the target</p>
Framework Agreement Contract Compliance				
3. <u>Framework Contract Compliance</u>	The Supplier and Nominated Insurers shall at all times comply fully with this Framework Agreement.	<ul style="list-style-type: none"> Target: All contractual commitments met 	Quarterly (before 1 December, 1 March, 1 June, 1 September)	<p>To be reported publicly by UK Government semi-annually as:</p> <p>Red = breaches reported</p> <p>Green = no breaches</p>

SCHEDULE 2 FRAMEWORK PRICES

1. GENERAL PROVISIONS

- 1.1 There are no Framework Prices within this Lot 2. All pricing shall be determined during the Further Competition Procedure and detailed in the Contract of Insurance.

SCHEDULE 3 CALL OFF PROCEDURE

1. AWARD PROCEDURE

- 1.1 If the Authority decides to source services through the Framework, it will then award a call off contract in accordance with the procedure set out in this Framework Schedule 3 (*Call Off Procedure*) and the requirements of the Regulations and the Guidance.

2. LOT 1 AWARD PROCEDURE

- 2.1 Subject to Paragraph 1.1 above, the Authority will award Broker Call Off Contracts by way of direct award in accordance with this Paragraph 2.
- 2.2 Before awarding the Broker Call Off Contract, the Authority shall:
- 2.2.1 define a clear scope of requirements for the Broker Call Off Contract; 2.2.2 confirm that its requirements can be met by the Supplier;
- 2.2.3 confirm that the Template Broker Letter of Appointment and Template Broker Call Off Terms do not require any amendments or modification to cover its requirements; and
- 2.2.4 award the Call Off Contract in accordance with Paragraph 2.3 below.
- 2.3 Subject to Paragraph 2.4 below, the Broker Call Off Contract will be awarded to the Primary Broker.
- 2.4 The Reserve Broker will only be awarded a Broker Call Off Contract if:
- 2.4.1 a conflict of interest in respect of the Primary Broker has been identified and the Authority considers that there has been a failure by the Primary Broker to satisfy the Authority that the Primary Broker can mitigate against the conflict of interest;
- 2.4.2 the framework agreement with the Primary Broker has been terminated in accordance with that framework agreement; or
- 2.4.3 the framework agreement with the Primary Broker has been suspended in accordance that framework agreement.
- 2.5 The Broker will manage Lot 2 Further Competition Procedures on the Authority's behalf and will provide the Authority with any ancillary Services as required under Lot 1.

3. LOT 2 AWARD PROCEDURE

The Authority's Obligations

- 3.1 The Authority is not permitted to use the Framework as a benchmarking tool.

3.2 The Authority shall award Contracts of Insurance through a Further Competition Procedure managed by the Broker by:

3.2.1 developing a Statement of Requirements setting out its requirements for the Services;

3.2.2 issuing a Market Presentation to all Framework Lot 2 Suppliers and Nominated Insurers capable of performing the Contract of Insurance;

3.2.3 amending or refining the Template Contract of Insurance to reflect its Services requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;

3.2.4 inviting tenders from Framework Lot 2 Suppliers and Nominated Insurers capable of performing the Contract of Insurance by conducting a Further Competition Procedure for its Statement of Requirements in accordance with the Regulations and Guidance and in particular the Authority or its appointed Broker shall:

- (a) invite Framework Lot 2 Suppliers and Nominated Insurers to submit a tender in writing for each proposed Contract of Insurance to be awarded by giving written notice by email to the relevant supplier representative of each Insurer;
- (b) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Contract of Insurance and the time needed to submit tenders; and
- (c) keep each tender confidential until the time limit set out for the return of tenders has expired;

3.2.5 apply the Further Competition Award Criteria to the Framework Lot 2 Suppliers' and Nominated Insurers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Contract of Insurance for its Statement of Requirements;

3.2.6 on the basis set out above, award its Contract of Insurance to the successful Framework Lot 2 Supplier(s) and/or Nominated Insurer(s) in accordance with Paragraph 5. The Contract of Insurance shall:

- (a) reference the Statement of Requirements;
- (b) reference the tender submitted by the successful Insurer;
- (c) state the up-front insurance Premium payable for the Services requirements in accordance with the tender submitted by the successful Insurer; and
- (d) incorporate the terms of the Template Contract of Insurance (as may be amended or refined by the Authority in accordance with Paragraph 3.2.3 above); and

3.2.7 provide unsuccessful Framework Lot 2 Suppliers and Nominated Insurers with written feedback via the Broker in relation to the reasons why their tenders were unsuccessful.

- 3.3 At the request of the Authority, and where no tenders or no suitable tenders (e.g. one which does not generate the Authority's minimum level of risk transfer) have been submitted in response to a Further Competition Procedure, the Broker shall co-ordinate and manage the procurement of any contracts of insurance by the Authority in accordance with the "negotiated procedure without prior publication" as set out in the Regulations.

The Framework Lot 2 Supplier's Obligations

- 3.4 The Framework Lot 2 Supplier or Nominated Insurer shall in writing, by the time and date specified by the Authority following an invitation to tender pursuant to Paragraph 3.2.4 above, provide the Authority with either:

3.4.1 a statement to the effect that it does not wish to tender in relation to the relevant Statement of Requirements or cannot tender pursuant to Clause 28 (*Conflicts of Interest*). If the Framework Lot 2 Supplier or Nominated Insurer declines to provide a quote, they shall provide the Broker with reason(s) as to why a quote was not provided; or

3.4.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Framework Lot 2 Supplier or Nominated Insurer submits such a tender, it should include, as a minimum:

- (a) an email response subject line to comprise unique reference number and the Framework Lot 2 Supplier's or Nominated Insurer's name, so as to clearly identify the Supplier or the Nominated Insurer;
- (b) a brief summary, in the email, stating that the Supplier is bidding for the Statement of Requirements; and
- (c) a proposal covering the Statement of Requirements.

- 3.5 The Supplier or the Nominated Insurer agrees that all tenders submitted by it in relation to a Further Competition Procedure held pursuant to this Paragraph 3:

3.5.1 shall remain open for acceptance by the Authority for sixty (60) Working Days (or such other period specified in the invitation to tender issued by the Authority in accordance with the Call Off Procedure); and

3.5.2 are made and will be made in good faith and that the Supplier or the Nominated Insurer has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier or the Nominated Insurer certifies that it has not and undertakes that it will not:

- (a) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was

necessary to obtain quotations required for the preparation of the tender; and

- (b) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. NO AWARD

Notwithstanding the fact that the Authority has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Authority shall be entitled at all times to decline to make an award and nothing in this Framework Agreement shall oblige the Authority to award any call off contract.

5. AWARDING AND CREATING A CALL OFF

CONTRACT Lot 1

- 5.1 The Authority may award a Broker Call Off Contract with the Broker by sending (including electronically) a signed Broker Call Off Letter of Appointment in the form of the Template Broker Call Off Letter of Appointment.
- 5.2 On receipt of the signed Broker Call Off Letter of Appointment from the Authority, the Broker shall accept the Broker Call Off Contract by promptly counter signing and returning (including by electronic means) the Broker Call Off Letter of Appointment to the Authority.
- 5.3 On receipt of the countersigned Broker Call Off Letter of Appointment from the Broker, the Authority shall send (including by electronic means) a written notice of receipt to the Broker and the Broker Call Off Contract shall be formed with effect from the commencement date stated in the Broker Call Off Letter of Appointment.

Lot 2

- 5.4 The Authority may enter into a Contract of Insurance with the Insurer by sending (including electronically) a Contract of Insurance Letter of Award.
- 5.5 On receipt of the Contract of Insurance Letter of Award as described in Paragraph 5.4 from the Authority and/or the Broker, the Authority will provide the Broker with a signed application for insurance that reflects the Statement of Requirements and the Contract of Insurance Letter of Award and the Broker shall obtain binding Contracts of Insurance from the Insurer.

SCHEDULE 4 AWARD CRITERIA

1. GENERAL

- 1.1 A call off contract shall be awarded on the basis of most economically advantageous tender ("MEAT") from the point of view of the Authority.
- 1.2 This Framework Schedule 4 (*Award Criteria*) lays out the criteria for direct award (Lot 1) and for further competition (Lot 2) in accordance with the Call Off Procedure.

2. LOT 1 – DIRECT AWARD CRITERIA

- 2.1 See Paragraph 2 of Framework Schedule 3 (*Call Off Procedure*).

3. LOT 2 – FURTHER COMPETITION AWARD CRITERIA

- 3.1 The criteria in Table 1 (Award Criteria weighting) below shall be applied to evaluate compliant tenders submitted through the Further Competition Procedure.
- 3.2 For supplier guidance, Table 1 (Award Criteria weighting) shows the weightings that shall be applied at the Further Competition Procedure stage in accordance with Framework Schedule 3 (Call Off Procedure) of this Framework Agreement.
- 3.3 Bids shall be ranked according to the overall score, as determined below. The highest-ranking bids will be prioritised for full allocation.

Table 1 (Award Criteria weighting):

CRITERIA	PERCENTAGE WEIGHTINGS
Selection Criteria ¹	Pass/ Fail
Price	70%
Quality	20%
Social Value	10%
Total	100%

4. AWARD CRITERIA:

4.1 Price Evaluation:

- 4.2 Maximum score available 70%
- 4.3 The price score for a Tenderer is determined using the following methodology:
- 4.3.1 Bids converted to Premium per Million of Exposure

¹ The Selection criteria set at Tender Stage are met

- 4.3.2 The lowest Bid on this basis will be allocated 70 marks
- 4.3.3 The price score for a bidder is determined using the inverse price proportion method where the lowest priced of all the submissions are divided by each Tenderers' price in turn. i.e., bids of £100, £150 and £200 per £1m exposure would generate relative scores of 100/100, 100/150 and 100/200 (100%, 66.67% and 50% respectively).
- 4.3.4 This scenario would generate scores of 70, 46.67 and 35 respectively for inclusion in the overall assessment

5. Quality Evaluation:

- 5.1 Maximum score available 20%

5.2 *Table 2 - Grading Scheme (Credit Rating)* shows the grading scheme to be applied to the Tenderer's lowest credit rating.

Table 2 - Grading Scheme (Credit Rating)

Lowest Credit Rating	Marks
Below A- (AM Best / Fitch / S&P); A3 (Moody's)	Zero
A- (AM Best / Fitch / S&P); (Moody's A3)	5
A (A2)	10
A+ (A1)	15
Above A+ (A1)	20

- 5.3 For the avoidance of doubt, for these purposes all Lloyd's Syndicates will be evaluated on the lower of their own Syndicate Credit Rating (where held) and the Lloyd's market rating.

6. Social Value Evaluation (Tackling economic inequality)

- 6.1 Scores will be allocated based upon the most recent report available from the Insurer. Insurers will be at liberty to provide an updated report for consideration with their bid.
- 6.2 Scores will be allocated by the Authority on the following basis:

Numerical Score	Scoring Grade	Description
0	No evidence	No relevant response
2	Poor Response	The response approach fails to demonstrate an adequate understanding of the question and fails to address the listed points of content, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement.
4	Minimal Response	The response approach demonstrates only a basic understanding of question and coverage of the listed points is either incomplete or not relevant to the requirements, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement.
6	Acceptable Response	The response approach demonstrates an adequate understanding of the question and adequately covers all the points listed. The response also adequately demonstrates how the Tenderer complies with the requirements, with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement.
8	Good Response	The response approach demonstrates a good understanding of the question, fully covers all the points listed to a good standard and/or demonstrates innovation, insight or efficiency in provision of the services. The response also fully demonstrates how the Tenderer complies with the requirements, leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement.
10	Excellent Response	The response approach demonstrates a comprehensive understanding of the module, fully covers all the points listed to an excellent standard and/or demonstrates excellent innovation, insight or efficiency in provision of the services. The response also fully demonstrates how the Tenderer complies with the requirements, leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement.

SCHEDULE 5 INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 The Supplier shall for the periods specified in this Framework Schedule 5 (*Insurance Requirements*) either self-insure in accordance with Paragraph 8 below or take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (*Required Insurances*) to this Framework Schedule 5 (*Insurance Requirements*) and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Framework Agreement, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, and has not elected to self-insure pursuant to Paragraph 8, the Authority may elect (but shall not be obliged) following written notice

to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF POLICIES

The Supplier shall upon the Framework Commencement Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 5 (*Insurance Requirements*). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. AGGREGATE LIMIT OF INDEMNITY

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:

- (a) details of the policy concerned; and
- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Framework Agreement for which it may be entitled to claim

under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services or this Framework Agreement, the Supplier shall cooperate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of £5,000,000.00 relating to or arising out of the provision of the Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

8. **SELF-INSURANCE**

- 8.1 Paragraphs 1 to 7 of this Framework Schedule 5 (*Insurance Requirements*) shall not apply where the Supplier:
- 8.1.1 has notified the Authority in writing that it has the financial capability to provide the Authority with financial resource for all risks which may be incurred by the Supplier arising out of the Supplier's performance of its obligations under the Framework Agreement and any Call Off Contract, including death and personal injury, loss or damage to property or any other loss, that is equal to or greater than the financial recourse that would be available to the Authority through the insurances set out in Paragraphs 1 to 7 of this Framework Schedule 5 (*Insurance Requirements*);
 - 8.1.2 has provided the Authority with its most recent audited accounts and those of its ultimate parent company (if any) and any other information that the Authority may reasonably request; and
 - 8.1.3 the Authority has, at its sole discretion, given its Approval to the Supplier providing such self-insurance.
- 8.2 In the event that the Authority receives a claim relating to or arising out of the Services or this Framework Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 8.3 The Authority may notify the Supplier at any time that it requires the Supplier to procure the Insurances specified in Paragraphs 1 to 7 of this Framework Schedule 5 (*Insurance Requirements*) and on receipt of such notice the Supplier shall procure such Insurances within five (5) Working Days of such notice (or such other period as the

Authority may specify in such notice) and both Parties shall comply with Paragraphs 1 to 7 of this Framework Schedule 5 (*Insurance Requirements*) in their entirety.

ANNEX 1: REQUIRED INSURANCES

1. GENERAL

The Supplier shall hold the following insurance cover from the Framework Commencement date in accordance with this Schedule:

- 1.1.1 employer's liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than 5 million pounds (£5,000,000).
- 1.1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than 5 million pounds (£5,000,000); and

SCHEDULE 6
COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1 In this Framework Schedule 6 (*Commercially Sensitive Information*) the Parties have sought to identify the Supplier Confidential Information that is genuinely commercially sensitive information and the disclosure of which would be the subject of an exemption or exceptions under the FOIA and/or the Regulations.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 6 applies.
- 1.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 15.3 (*Freedom of Information*), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA and/or the Regulations to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
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SCHEDULE 7 DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

- 1.1 In this Framework Schedule 7 (*Dispute Resolution Procedure*), the following definitions shall apply:

"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 100 St. Paul's Churchyard, London, EC4M 8BU;
"Counter Notice"	has the meaning given to it in Paragraph 5.2;
"Expedited Dispute Timetable"	means the accelerated timetable for the resolution of disputes as set out in Paragraph 2.6;
"Mediation Notice"	has the meaning given to it in Paragraph 3.2; and
"Mediator"	means the independent third party appointed in accordance with Paragraph 4 of this Framework Schedule 7 (<i>Dispute Resolution Procedure</i>).

2. INTRODUCTION

- 2.1 If a Dispute arises then:

2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time, either Party may give to the other a Dispute Notice.

- 2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in Paragraph 2.6, the reason why.

- 2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 7 (*Dispute Resolution Procedure*).

- 2.4 Subject to Paragraph 3.2, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in Paragraph 3);
- 2.4.2 then by mediation (as prescribed in Paragraph 4); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph 5) or litigation (in accordance with Clause 35 (*Governing Law and Jurisdiction*)).
- 2.5 In exceptional circumstances where the use of the times in this Framework Schedule 7 (*Dispute Resolution Procedure*) would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 2.6 If the use of the Expedited Dispute Timetable is determined in accordance with Paragraph 2.5 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs of this Framework Schedule 7 (*Dispute Resolution Procedure*):
 - 2.6.1 in Paragraph 3.2.3, ten (10) Working Days;
 - 2.6.2 in Paragraph 4.2, ten (10) Working Days;
 - 2.6.3 in Paragraph 5.2, ten (10) Working Days.
- 2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.
- 3. **COMMERCIAL NEGOTIATIONS**
- 3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's Representative and the Supplier's Representative, such discussions being commercial negotiations.
- 3.2 If:
 - 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
 - 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this Paragraph 3; or
 - 3.2.3 the Parties have not settled the Dispute in accordance with Paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with Paragraph 4.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 13.1 (*Variation Procedure*) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. ARBITRATION

- 5.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 5.4.
- 5.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 5.4 or be subject to the jurisdiction of the courts in accordance with Clause 35 (*Governing Law and Jurisdiction*). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 5.3 If:
 - 5.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 5.4 shall apply;
 - 5.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 35 (*Governing Law and Jurisdiction*), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings; and
 - 5.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 5.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 5.4 or commence court

proceedings in the courts in accordance with Clause 35 (*Governing Law and Jurisdiction*) which shall (in those circumstances) have exclusive jurisdiction.

5.4 In the event that any arbitration proceedings are commenced pursuant to Paragraphs 5.1 to 5.3, the Parties hereby confirm that:

5.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to Paragraphs 5.4.5, 5.4.6 and 5.4.7);

5.4.2 the arbitration shall be administered by the LCIA;

5.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

5.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

5.4.5 the chair of the arbitral tribunal shall be British and Article 6 of the LCIA Rules shall not apply to disqualify the chair on the basis of nationality;

5.4.6 the arbitration proceedings shall take place in London and in the English language; and

5.4.7 the seat of the arbitration shall be London.

6. **URGENT RELIEF**

6.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

6.1.1 for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

6.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

SCHEDULE 8
VARIATION FORM

Variation Form No:

.....

BETWEEN:

the Secretary of State acting through the Export Credits Guarantee Department operating as UK Export Finance ("**the Authority**")

and [•] ("**the Supplier**")

- 1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]
- 2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
- 3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Authority

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

SCHEDULE 9
NOT USED

SCHEDULE 10
NOMINATED INSURERS
NOT USED

SCHEDULE 11
NOT USED

SCHEDULE 12
TEMPLATE CONTRACT OF INSURANCE AND TEMPLATE CONTRACT OF
INSURANCE LETTER OF AWARD

TEMPLATE CONTRACT OF INSURANCE LETTER
OF AWARD AND TEMPLATE CONTRACT OF
INSURANCE (LOT 2)

TEMPLATE CONTRACT OF INSURANCE LETTER OF AWARD

[Insurer address]

[Date]

Dear Sirs,

Contract of Insurance Letter of Award pursuant to Lot 2 of the Political and Credit Risk Insurance Framework Agreement dated [dd/mm/yyyy] between UKEF (1) and the Supplier (2) (the “Framework Agreement”) in which [x] is named as a Nominated Insurer

[Failure by the Borrower(s) to Honour Loan Agreement Contract(s) insert name of opportunity being insured here DRAFTING NOTE: COMMERCIALY SENSITIVE INFORMATION].

Thank you for submitting your Tender as an Insurer for the above-mentioned procurement (the “**Further Competition Procedure**”). This Further Competition Procedure was conducted on behalf of UK Export Finance under Lot 2 (Insurance Panel) of the Political and Credit Risk Insurance Framework.

I am writing to advise that the Further Competition Procedure is now complete and UKEF have completed their analysis on the placement structure options and have decided that the option which provides the most advantageous tenor in respect of the risk impact on Expected Loss and Unexpected Loss (for each \$10m of risk reduction) is [x years cover].

I am pleased to inform you that your company has been selected for the “Failure by the Borrower(s) to Honour Loan Agreement Contract(s)” as part of a coinsurance placement for a line size of [insert value].

Confirmation of Insurer(s)

Name of Insurer(s)	Line Size	Proportion
[x]	[x]	[x]

Evaluation Approach

By way of confirmation, your submission was evaluated in accordance with the rules and award criteria published in the tender documentation and has been assessed as a Most Economically Advantageous Tender . [The following table provides feedback on your submission:

[DRAFTING NOTE: UKEF MAY, AT ITS SOLE AND ABSOLUTE DISCRETION, PROVIDE QUANTITATIVE (WHETHER SCORES OR RANKINGS) AND/OR QUALITATIVE FEEDBACK ON THE INSURER’S TENDER RESPONSE TO THE FURTHER COMPETITION PROCEDURE]

	<i>[e.g. Social Value]</i>	<i>[e.g. Price]</i>	<i>[e.g. Quality]</i>
[x]	[x]	[x]	[x]

[Standstill Period]

UKEF will be observing a voluntary ten-day standstill period before entering into any contract. This period will conclude on xxx.]

[DRAFTING NOTE: UKEF MAY, AT ITS SOLE AND ABSOLUTE DISCRETION, OBSERVE A VOLUNTARY STANDSTILL PERIOD].

You are requested not to make any press announcements regarding the Further Competition Procedure and award of this Contract of Insurance.

A copy of the Contract of Insurance in its final form will be forwarded to you shortly for binding.

If you have any queries about the contents of this letter, please contact [INSERT CONTACT NAME AND CONTACT DETAILS OF THE BROKER].

Yours sincerely

[Broker Authorised signatory]

Policy Number:

TEMPLATE CONTRACT OF INSURANCE

Policy Number:

RISK DETAILS

NON PAYMENT INSURANCE

[Insert description of insured risk]

This facultative insurance policy (hereinafter referred to as the “**Contract**”) is entered into between the Insured and the Insurer(s) as of *[date]* (“**Contract Inception**”).

UNIQUE MARKET REFERENCE

[To be inserted]

TYPE

Non Payment Insurance

INSURED

**The Secretary of State acting through the Export Credits
Guarantee Department (operating as UK Export Finance)**

1 Horse Guards Road,

London

SW1A 2HQ

United Kingdom

For the avoidance of doubt, the Insurer(s) shall treat the Insured as a completely separate entity of the Government/all other Government departments. The actions and knowledge of any Government department not party to the Contract of Insurance shall be treated as being the knowledge and actions of an independent third party so that the position and rights of the Insured under this Policy shall not be prejudiced in any way.

INSURED'S COUNTRY

United Kingdom

Policy Number:**BORROWER***[To be inserted]***BORROWER'S
ADDRESS***[To be inserted]***CONTRACT
PERIOD**

From *[date]* (“**Contract Inception**”) to *[date]* (“**Contract Expiry**”), both dates inclusive, local standard time at the address of the Insured.

**FACILITY
AGREEMENT***[To be inserted]***GUARANTOR***[To be inserted, where***LENDERS**

As defined within the Facility Agreement.

**INSURED'S
INTEREST**

Non-Payment Insurance. To indemnify the Insured for any amounts it is required to pay in respect of any valid claims in respect of unpaid principal under *[Description of UKEF Guarantee to be inserted]*(the “**Agreement**”) between UK Export Finance, the Lenders and the Agent Bank, following non-payment under the Facility Agreement by the Borrower of the instalments described in Schedule B.

DELAY INTEREST Interest which, under the terms of the Agreement is payable by the Insured and accrues from the date on which the relevant default occurs under the Facility Agreement to the date on which the Insured pays a claim under the Agreement.

CESSION

Subject to “**Security Details**” the Insured shall cede to the Insurer(s), and the Insurer(s) shall accept *[total ceded percentage]* of the Insured's liability set out in Schedule B.

Policy Number:

INSURED’S LIABILITY The total amount of repayments of principal under the Facility Agreement, as guaranteed by UKEF under the Agreement and repayable during the Contract Period, being a maximum of [INSERT AMOUNT].

INSURER’S MAXIMUM LIMIT OF LIABILITY The liability of the Insurer(s) will be limited to [INSERT Total Ceded Exposure in Schedule B] (the “Maximum Limit of Liability”).

TRANSACTION DOCUMENTS *[To be inserted]*

AGENT BANK As defined within the Facility Agreement.

INSURER(S) *[Name]* *[Max Liability]*

[Address[Percentage cover]

Address

Address

Address]

[Name][Max Liability]

[Address[Percentage cover]

Address

Address

Address]

[Name][Max Liability]

[Address[Percentage cover]

Address

Policy Number:

Address

Address]

BROKER [To be inserted]

INSURED’S DEAL TEAM Those individuals employed from time to time by the Insured who are directly involved in the origination, negotiation, management (including post-issue and claims management) and/or approval of the Agreement and/or this Contract.

ARBITRATION As set out in the Policy Wording (Condition 24)

CHOICE OF LAW AND JURISDICTION The formation, existence, construction, performance, validity and all aspects whatsoever of this Contract or of any term of this Contract will be governed by the laws of England and Wales.

Any dispute or matter which requires reference to a court arising out of or relating to arbitration, or falling outside the scope of the arbitration clause, shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

PREMIUM Premium is payable in accordance with the Premium Payment Terms and as specified in the Schedule B.

CEDING COMMISSION As per the respective Schedule B.

CURRENCY Currency of the Facility Agreement and the Agreement.

PREMIUM ADJUSTMENT RATE As per the respective Schedule B.

Policy Number:

**PREMIUM
PAYMENT TERMS**

[INSERT]

60 days from Contract Inception.

**TAX(ES) PAYABLE
BY THE INSURED
AND
ADMINISTERED
BY INSURERS**

None.

**RECORDING,
TRANSMITTING
AND STORING
INFORMATION**

The Parties agree that where the Broker maintains risk and/or claim data / information / documents, the Broker may hold and transmit such data / information / documents electronically.

**INSURER
CONTRACT
DOCUMENTATION**

This Contract details the contract terms entered into by the Insurer(s), and is constituted of the Risk Details (including the Conditions), Schedule A, Schedule B, Joint Schedule 1 (Corporate Social Responsibility) and Joint Schedule 2 (Processing Data), which are incorporated into this Contract.

Any further documentation changing this Contract, agreed in accordance with the contract change provisions set out in this Contract, shall form the evidence of such change.

RISK DETAILS - WORDING

Risk Details – Conditions

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Condition 2	Notification
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**Schedule B:**

- Exposure & Premium Calculations
- Insurer(s) Participations

Condition 1: Follow the Fortunes

The Insurer(s) shall indemnify the Insured in accordance with item Insured's Interest of the Risk Details in respect of each Cession hereunder. Each Cession hereunder shall be subject to the same risks, terms, warranties, periods, clauses, conditions and the like as the Agreement and the Insurer(s) shall follow the fortunes of the Insured in respect of each Cession hereunder except as specified herein.

Condition 2: Notification

The Insured undertakes to advise the Insurer(s) in writing within 30 days of receiving notice of any event or circumstance likely to give rise to a claim hereunder, together, if reasonably practicable, with an estimate of the liability of Insurer(s) and thereafter keep the Insurer(s) fully informed of any developments regarding the event, circumstance and/or claim.

Condition 3: Access to/provision of information

- a) The Insured has provided the Insurer(s) with access to Transaction Documents via its Broker.
- b) Subject to Condition 17(d), the Insured shall furnish the Insurer(s) with access to any additional information related to the Agreement as the Insurer(s) may from time-to-time reasonably request.
- c) The Insurer(s) shall notify the Insured immediately if the Insurer(s) is intending to undergo, undergoes or has undergone a Change of Control and provided this does not contravene any Law, shall notify the Insured immediately in writing of the circumstances suggesting and/or explaining that a Change of Control is planned or is in contemplation or has taken place.

"Change of Control" means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

Condition 4: Premium Payment

- a) Premium shall be payable in full at Contract Inception as specified in Schedule B.

- b) The Premium is payable via the Broker to the Insurer(s) within sixty (60) calendar days of Contract Inception.

Condition 5: Due Diligence

The Insured shall apply the same due diligence with respect to the underwriting and administration of the Agreement and with respect to loss mitigation, recovery and the adjustment of claims thereunder as if such Agreement was not insured.

Condition 6: Amendments to the Insured's Agreement/Facility Agreement

The Insurer(s) acknowledge that the Agent Bank may have the right to request that coverage under the Agreement or the Facility Agreement be extended or modified. The Insurer(s) agree that the Insured may amend (or consent to the amendment of) any provision, term or condition of either the Agreement or the Facility Agreement without the prior written consent of Insurer(s), save for the following which shall require the Insurer(s)' prior written consent, such consent not to be unreasonably withheld or delayed:

- (i) a change of the repayment profile of the Facility Agreement within the Contract Period;
- (ii) an extension of the final maturity of the Facility Agreement;
- (iii) a reduction of the margin and/or fixed interest payable under the Facility Agreement;
- (iv) a decision to forgive all or part of the debt owed under the Facility Agreement;
- (v) a change to the ranking of the debt owed under the Facility Agreement;
- (vi) a discharge of any security unless such discharge is the result of a sale of the relevant charged asset and the sale proceeds have been applied to prepay the principal outstanding under the Facility Agreement;
- (vii) a change of Borrower or Guarantor under the Facility Agreement;
- (viii) the conversion of any monies payable under the Facility Agreement into equity;
- (ix) a change in currency of any payment payable under the Facility Agreement to a non-convertible currency; or

- (x) an amendment to any provision under the Facility Agreement which relates to prepayment or cancellation.

Condition 7: Amendments to this Contract

- a) In the event that Insurer(s) do not consent to any proposed amendment to the Agreement or the Facility Agreement in Condition 6 (i), (ii) or (x) and the Insured wishes to proceed or does proceed to make such an amendment, the liability of the Insurer(s) under this Contract shall be unaffected until the amendment takes effect, at which point:
 - (i) the Insurer(s) shall remain liable to indemnify the Insured in respect of any events of non payment by the Borrower under the Facility Agreement that occur during the Contract Period, save that the liability of the Insurer(s) under this Contract shall not extend in respect of the portion of the coverage that is new or extended and the Insurer(s) shall, if their exposure would be reduced as a result, return the proportion of the Premium [based on Schedule B] to the Insured, within 30 business days of a request from the Insured; and
 - (ii) the Insured may (at any point in time) terminate this Contract in accordance with Condition 13, after which the liability of the Insurer(s) to indemnify the Insured shall be in accordance with Condition 13 (e).
- b) In the event that Insurer(s) do not consent to any proposed amendment to the Agreement or the Facility Agreement in Condition 6 (iii), (iv), (v), (vi), (vii), (viii) or (ix) and the Insured wishes to proceed or does proceed to make such an amendment, the Insured shall be entitled to terminate this Contract in accordance with Condition 13 (a).
- c) Any amendment to this Contract can only be made by endorsement(s), which shall be binding upon the Insured and the Insurer(s) when agreed by the Insured and the Insurer(s) and executed by the Insurer(s). For the avoidance of doubt, such endorsement shall record any additional terms (including as to premium) as are reasonably requested by the Insurer(s) and agreed by the Insured.

Condition 8: Claims Payments and Follow the Settlements

- a) The Insured at its discretion may adjust, pay or compromise all claims brought by the Agent Bank under the Agreement and may institute, process, defend, settle or compromise any proceedings in respect of such claims.
- b) All claim payments made by the Insured that are (i) reasonably perceived by the Insured or its advisers to be justified within the scope of the Agreement and (ii) within the terms and conditions of this Contract shall be binding on the Insurer(s) whose judgment shall not be substituted for the judgment of the Insured as to any matter relating to the eligibility of a claim or loss, or the adjustment, settlement or compromise of any such claim.

- c) The Insurer(s) agree(s) to follow all such payments made by the Insured, excluding ex-gratia payments, and to bear their proportionate share of the Insured's claim thereof. The Insured shall be entitled to present a claim using the form of notice set out in Schedule A in respect of any loss arising from an event of non payment by the Borrower under the Facility Agreement, provided that:
- (a) such loss is in respect of instalments set out in Schedule B (including, for the avoidance of doubt, where the Agent Bank or the Insured has exercised a right in respect of such instalments);
 - (b) the event of non-payment occurs during the Contract; and
 - (c) in the event that the Agent Bank or the Insured has exercised a right in respect of such instalments, those instalments are not ones which, absent the exercise of such right by the Agent Bank or the Insured, would not have been repayable during the Contract Period.
- d) The Insurer(s) further agree to bear their proportionate share of any reasonable out-of-pocket expenses incurred whether legal or otherwise in the investigation, defence, adjustment, settlement or compromise of any claim under the Agreement.
- e) Where a claim is payable under this Contract, the Insured shall, using the form of notice set out in Schedule A to this Contract, present the claim in writing to the Insurer(s), who shall pay their proportionate shares of the claim to the Insured within 30 business days of the date of receipt of such claim.
- f) If the proportionate share of a claim is not paid to the Insured by that/those Insurer(s) on or before the date that it is due in accordance with the provisions of the paragraphs above, late payment interest shall thereafter accrue and be payable by the Insurer(s) to the Insured on the amount in default (both before and after any award or judgment) at the reference rate set out in the table below applicable to the currency in which the payment from the Insurer(s) was due:

Currency	Reference Rate
EURO ("EUR") and all currencies of the European Currency Union	the Euro Short-Term Rate (€STR), compounded in arrears, with observation shift
Pounds Sterling ("GBP")	the Bank of England Sterling Overnight Interbank Average rate (SONIA), calculated on a non-cumulative basis, compounded in arrears with no observation shift and a 5 day lookback

US Dollars (“USD”)	the New York Fed Secured Overnight Financing Rate (SOFR), compounded in arrears with no observation shift
Japanese Yen (“YEN”)	The Quick Corp. Tokyo Overnight Average rate (TONA), compounded in arrears with no observation shift and a 5 day lookback

(or its nearest successor equivalent) rate plus 1% (1% being expressed here as an annual rate). Interest shall accrue on a compounded monthly basis.

g) In the event that the Insured exercises a right to accelerate the payment of claims into a single payment under the Agreement, the Insurer(s) may either:

- (i) follow the Insured and make a single claims payment to the Insured of the total amounts due in Schedule B, for the avoidance of doubt, provided that such amounts are not ones which, had no acceleration taken place, would not have been repayable during the Contract Period; or
- (ii) make claims payments as they fall due in accordance with the original instalments described in Schedule B.

h) Entirely without prejudice to the Insured’s rights under this Condition, the Insured shall:

- (i) consult with the Insurer(s) on a timely basis, in respect of such actions;
- (ii) inform the Insurer(s) from time to time, or when reasonably requested by the Insurer(s), of the status of the Insured’s actions;
- (iii) in good faith take into account the interests and recommendations of the Insurer(s) in making any claim determination; and,
- (iv) after it has made its final determination, but before it notifies the Agent Bank, inform the Insurer(s) of the results of such determination.

Condition 9: Recoveries

a) The Insured at its discretion may institute, process, defend, settle or compromise any proceedings in respect of a claim under the Agreement (including final write-off).

Without prejudice to the Insured's rights under the preceding sentence, the Insured shall:

- (i) consult with the Insurer(s) and in good faith take into account the interests and recommendations of the Insurer(s) when proceeding with such actions; and,
 - (ii) inform the Insurer(s) from time to time, or when reasonably requested by the Insurer(s), of the status of the Insured's actions.
- b) After Insurer(s) have paid their share of a claim and/or claims under this Contract, Insurer(s) shall receive such proportion of all subsequent salvage and recoveries (whether in respect of principal or commission/interest) as the total of their claim(s) payments received by the Insured hereunder bear to the total amount paid by the Insured under the Agreement. This is subject to:
- (i) any recoveries received first being shared on a pro rata basis in accordance with the amounts borne:
 - (a) by the Insured in respect of its expenses including but not limited to any reasonable out-of-pocket expenses incurred whether legal or otherwise in the investigation, defence, adjustment, settlement or compromise of any claim under the Agreement; and
 - (b) the Insurer(s) pursuant to Condition 8(d) of the Agreement, until both the Insured and the Insurer(s) have been reimbursed in respect thereof;
 - (ii) the Insured subsequently and prior to any apportionment retaining any recoveries in respect of the Delay Interest;
 - (iii) the total amount of recoveries received by the Insurer(s) not exceeding the total amount paid by the Insurer(s) in respect of such claim and/or claims including, for the avoidance of doubt, any amount borne by the Insurer(s) pursuant to Condition 8(d); and
 - (iv) amounts received by the Insured pursuant to any insurance, or reinsurance in respect of either the Insured's liability under the Agreement or due to the Insured under the Facility Agreement (for example from an export credit agency or under a direct loan) not being deemed to be recoveries or salvage for the purposes of this Contract.
- c) Pending payment of such part of the net salvage and recoveries to the Insurer(s), the Insured holds it on trust for the Insurer(s).
- d) For the avoidance of doubt, the Insurer(s)'s rights under this Condition 9 replace any rights of subrogation that they would otherwise have.

Condition 10: Rates of Exchange

If the Insured pays a claim or receives a recovery under the Agreement in a currency other than the Currency, for the purposes of making a claim under this Contract that sum shall be deemed converted to the Currency at the relevant exchange rate quoted by the Bank of England as of the date of the Insured's payment/receipt of a recovery.

Condition 11: Confidentiality

- a) The Insurer(s) shall not, without the consent of the Insured, disclose the existence or terms of this Contract or any information with respect to the business insured hereunder ("**Confidential Information**") to any third party except to their affiliates, directors, employees, financial and legal advisers, agents, auditors, reinsurers, reinsurance brokers, third party service providers or as may be required by law, regulation or arbitration provided, however that the Insurer(s) shall take all necessary measures to inform any such party of the confidential nature of the Confidential Information.
- b) The Insured shall not disclose any Confidential Information, except:
 - (i) on a confidential basis to any Central Government Body for any proper purpose of the Insured or of the relevant Central Government Body;
 - (ii) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - (iii) to the extent that the Insured (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (iv) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in (i) above for any purpose relating to or connected with this Contract;
 - (v) on a confidential basis for the purpose of the exercise of the Insured's rights under this Contract;
 - (vi) to a proposed transferee, assignee or novatee of, or successor in title to the Insured;
 - (vii) to the Insured's employees, agents, consultants, advisers and contractors;
 - (viii) to any person with the consent of the Insurer(s) (such consent not to be unreasonably withheld or delayed); or
 - (ix) if the Insured decides that it is required to disclose that information in accordance with the Public Contracts Regulations 2015 as amended, government transparency requirements, Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

The Insured shall take reasonable steps to notify the Insurer(s) of any request for information and/or the Insured's intention to publish any part of the Confidential Information.

Condition 12: Errors and Omissions

Inadvertent delays, errors or omissions made in connection with this Contract or any transaction hereunder shall not relieve either party from any liability which would have attached had such delay, error or omission not occurred, provided always that such error or omission is rectified as soon as possible after discovery.

Condition 13: Contract Termination

- a) The Insured may terminate this Contract immediately upon written notice to the Insurer(s), providing a full release of liability, in the event that:
 - (i) the Insured ceases to have any liability under the Agreement; or
 - (ii) the Insurer(s) do not agree to any amendment to any terms or conditions of this Contract and/or the Agreement and/or the Facility Agreement requested to be made by the Insured or to new or extended coverage, as provided for under Conditions 6 and 7.
- b) The Insured may terminate the participation of Insurer(s) in this Contract immediately upon written notice, providing a full release of liability (save in respect of any rights and obligations of the Insured under this Contract in connection with any claims made or circumstances notified by the Agent Bank under the Agreement prior to the date of such termination), to that/those Insurer(s) in the event that any one of the following circumstances occurs after Contract Inception:
 - (i) the Insurer(s) become(s) insolvent or is placed into liquidation or receivership (whether voluntary or involuntary), or there is instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control its operations; or
 - (ii) the Insurer(s) is/are acquired by or relinquishes control of itself to any individual(s) or State/Government authorities; or
 - (iii) the Insurer fails to maintain at least one of the following credit rating:
 - a. AM Best at A-;
 - b. Standard and Poor's at A-;
 - c. Fitch rating at A-; or
 - d. Moody's rating at A3.

- (iv) the Insurer(s) fail(s) to comply with any of the terms and conditions of this Contract, provided that the Insured first notifies the Insurer(s) of the failure to comply, and the Insurer(s) does/do not rectify the failure within 30 business days from the receipt of such notification.
- c) The Insurer(s) may terminate this Contract if premium payable to them is overdue and remains unpaid 60 days after the Insured receives a written notice to this effect from the Insurer(s) which indicates that the Policy will be terminated if the sums are not paid. In the event of such termination, the Insurer(s) shall have no liability for any loss in connection with the risk insured under this Contract after the effective date of the termination with all other liabilities of the Insurer(s) under this Contract remaining unaffected.
- d) In the event of a termination, the Premium the Insurer(s) is/are entitled to retain is that proportion of the total Premium otherwise paid or payable to the Insurer(s) which their abridged time on risk bears to the full Contract Period. The Insurer(s) shall return any Premium they are not entitled to retain to the Insured within 10 business days of the relevant notice of the termination.
- e) Termination of this Contract will not affect any rights and obligations of the Insured or the Insurer(s) under this Contract in connection with any claims made or circumstances notified by the Agent Bank under the Agreement where the circumstances giving rise to the claim or the notification arose prior to the date of such termination subject, however, to either:
 - (i) the Insurer(s) retaining the Premium earned in respect of such losses as though the exposure had amortised as set out in the Agreement; or
 - (ii) the Insured withdrawing such claims and reimbursing such Insurer(s) for any payments made under this Contract.
- f) If the Insured's risk under the Agreement is reduced by reason of a pre-payment of part of the loan made under the Facility Agreement, the Insurer(s) shall rebate to the Insured a proportionate part of the premium paid or payable by the Insured under this Contract, taking account of the date and amount of that pre-payment.

Condition 14: Transfer and Assignment

- a) The rights and obligations of the Insurer(s) under this Contract may not be transferred, novated or assigned without the prior written consent of the Insured. The Insurer(s) may not transfer or outsource the management, claims handling and/or underwriting authority of this Contract to a third party without the prior written consent of the Insured, which consent will not unreasonably be withheld.
- b) The rights and obligations of the Insured under this Contract may not be transferred, novated or assigned without the prior written consent of the Insurer(s) except when the transfer, novation or assignment is made to:
 - (i) any Central Government Body; or

- (ii) a body other than a Central Government Body which performs any of the functions that previously had been performed by the Insured, and the Insurer(s) shall, at the Insured's request, enter into a novation agreement in such form as the Insured shall reasonably specify.

Condition 15: Mode of Execution

- a) This Contract and any amendment or changes thereto shall be executed by the Insurer(s) and the Insured (or by the Broker on behalf of the Insured), by the following and no other means:
 - (i) an original written ink signature of paper documents (or a true representation of a signature, such as a rubber-stamp); and/or
 - (ii) electronic signature technology employing computer software and a digital signature or digital pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated.
- b) The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this Contract or of any amendment or change thereto.
- c) This contract or any amendments or changes thereto, may be executed in one or more of the specified methods, each of which, when duly executed, shall be deemed as original.

Condition 16: Fraud

- a) If the Insured makes a fraudulent claim under this Contract, Insurer(s):
 - (i) shall not be liable to pay the claim;
 - (ii) may recover from the Insured any sums paid by Insurer(s) to the Insured in respect of the claim; and
 - (iii) may by notice to the Insured treat this Contract as having been terminated with effect from the time of the fraudulent act.
- b) If the Insurer(s) exercise(s) their rights under Condition 16(a)(iii) above, the Insurer(s) shall:
 - (i) not be liable to the Insured in respect of any loss occurring after the time of the fraudulent act; and,
 - (ii) retain any premiums earned by Insurer(s) to the date of such fraudulent claim.

Condition 17: Fair Presentation

- a) Under Section 4 of the Insurance Act 2015, the Insured ought to know what should reasonably have been revealed by a reasonable search of information available to it, which includes (under Section 4(7)) information held within the “insured’s organisation” or by any other person. For these purposes the Insurer(s) and Insured agree that the only information available to the Insured is that held by the Insured’s Deal Team (as defined in the Risk Details).
- b) Under Section 4(3)(a) of the Insurance Act, the Insured is deemed to know only what is known to one or more of the individuals who are part of the Insured’s senior management, or responsible for the Insured’s insurance. For these purposes, the Insurer(s) and Insured agree that the “senior management” and those responsible for the Insured’s insurance shall be limited to the Insured’s Deal Team.
- c) The Insured represents that to the best of the Insured’s Deal Team’s knowledge and belief after a reasonable search:
 - (i) there is no circumstance existing at Contract Inception or at the time of any endorsement to this Contract which is likely to give rise to a Loss hereunder that has not been disclosed to the Insurer(s); :
 - (ii) all material information prepared by the Insured’s Deal Team and provided to the Insurer(s) is true and correct in all material respects; and, subject to the provisions of Condition 17(d), no material information has been withheld;
 - (iii) subject to the provisions of Condition 17(d) unless otherwise disclosed by the Insured’s Deal Team, the Insured’s Deal Team has no reason to believe that any third party information forwarded by the Insured’s Deal Team to the Insurer(s) is false, fraudulent, or materially incorrect.
- d) The Insurer(s) agree(s) that the Insured’s duty to (i) make a fair presentation of the risk; and (ii) the representations made under this Contract are limited to information known to and/or in possession of the Insured’s Deal Team and that the Insured shall not be under a duty to disclose the contents of any documents /communications in respect of which the Insured owes a duty of confidentiality at law or to any third party and/or which are classified as OFFICIAL – SENSITIVE other than such of the factual information contained within the Insured’s credit committee papers, transaction related documentation and risk reviews.
- e) The Insurer(s) agree(s) and represent(s) that it/they have made an independent assessment of the risk based on the factual information disclosed to them by the Insured and obtained by them from other sources, and as is publicly available.
- f) Any information provided to the Insurer(s) by the Deal Team that the Insurer(s) regard as material shall be recorded in writing and listed as a Transaction Document. The Insurer(s) confirm that they have not been induced by, or relied on, any information or representation (written or oral) other than that contained in the Transaction Documents.

Condition 18: Notices

All notices under any provision of this Contract shall be in writing and given by hand, prepaid express courier, mail or electronic notice properly addressed to the appropriate party or its designated representative and will be deemed as having been effected only upon actual receipt by the recipient. Any notice to any Insurer shall be deemed received upon receipt by the Broker. Notices shall be given to the Broker unless otherwise agreed in which case notices can be given to the parties at the following addresses:

Attention: [Insurer 1]

Email: [email]

Attention: [Insurer 2]

Email: [email]

Attention: [Insurer 3]

Email: [email]

Condition 19: No Third-party rights

The Parties do not intend that any of the terms of this Contract should be enforceable by any person who is not a Party to this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

Condition 20: Broker

[To be inserted] is recognised as the Broker negotiating this Contract, through whom all notices, correspondence and payments to either party shall be transmitted, unless the Insured notifies the Insurer(s) of alternative arrangements.

The address of the Broker is:

[To be inserted]

Without prejudice to the foregoing, the Insured may direct that any payment shall be made directly to it.

Condition 21: Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by, contributed to by, or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. (The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.); or
- (v) any chemical, biological, bio-chemical, or electromagnetic

weapon. Condition 22: Sanctions Limitation Clause

- a) No Insurer(s) shall be deemed to provide cover and no Insurer(s) shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer(s) to any sanction, prohibition or restriction under any sanctions law or regulation which is applicable to the Insurer(s).
- b) The Insured and Insurer(s) agree that they shall co-operate in good faith in the event that sanction(s) affects the ability of the Insurer(s) or Insured to perform its obligations under this Contract. The affected party will use its reasonable endeavours to apply for the necessary governmental and regulatory permissions, approvals, licenses or authorisations to allow the Insurer(s) or the Insured, as the case may be, to perform its obligations hereunder and the parties shall perform their obligations under this Contract as soon as, if and to the extent, legally possible. Under no circumstances shall the Insurer(s) or the Insured be obliged to carry out any action or comply with any policy obligation that arises under the terms of this Contract or at law if to do so would cause the Insurer(s) or the Insured to breach any laws to which it is subject (including but not limited to any sanction(s)) when carrying out its obligations hereunder.
- c) None of the above gives the Insurer(s) any right to rescind, terminate or cancel this Contract or any liability under it unless specifically required under any sanction(s).

Condition 23: Cyber Act or Cyber Incident

This Condition 23 shall apply to Lloyd's syndicates subscribing hereto. This Condition may apply to non-Lloyd's Insurers provided that this is communicated and agreed with the Insured at the commencement of any Further Competition Procedure.

This Contract does not contain a specific Cyber Act or Cyber Incident exclusion, therefore any claim by the Insured due to a Cyber Act or a Cyber Incident will be payable by the Insurer(s) subject to all of the terms, conditions, warranties and exclusions of this Contract.

For the purposes of this Condition 23,

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Condition 24 Disputes

Arbitration

Any dispute which may arise under, out of, in connection with or in relation to this Contract including, but not limited to, any question regarding its existence, validity or termination, or to the determination of the amount of a Claim compensable under this Contract shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, whose Rules (as may be amended from time to time and as are in effect at the date of either party filing a request for Arbitration) are deemed to be incorporated by reference into this clause.

Each party shall nominate one arbitrator. The parties shall attempt to agree the nomination of the Chairperson. If the parties are unable to agree to the nomination of the Chairperson within 60 days of the filing of a request for Arbitration with the LCIA, then the LCIA Court shall appoint a Chairperson in accordance with its Rules, and pursuant to the provision of this clause. Article 6 of the LCIA Rules shall not apply to disqualify a nominated arbitrator or Chairperson on the basis of nationality and is hereby excluded.

The seat of Arbitration: London Court of International Arbitration, London, England

Language of Arbitration

Proceedings: English

Urgent relief

Either Party may at any time take proceedings or seek remedies before any court or tribunal in accordance with Choice of Law and Jurisdiction.

SCHEDULE A – NOTICE OF CLAIM AND RELEASE AGREEMENT

To: [Name of Insurer]
[Name of Insurer]
[Name of Insurer]
Date: [-]

Dear Insurer(s),

Notice of Claim under Contract of Insurance Ref [] (the “Contract”) in respect of Guarantee and Agency Agreement no. [Reference Number] (the “Agreement”)

Details of Claim under the Agreement

We, UK Export Finance, hereby notify you for the purposes of condition 8(e) of the Contract, a claim has been paid or is payable under the Agreement on [date]. That claim was paid or is payable in respect of [unpaid amounts/ of principal which fell due under the Facility Agreement to which the Agreement relates on [date or dates]. In addition, we have paid or will be paying Delay Interest on the amounts claimed from the Insured to take account of the fact that, in accordance with the terms of the Agreement, the claims payment was not made until [90 days] after the default in payment to which it relates. Details of those amounts are as follows:

PRINCIPAL

Due Date	Instalment Numbers		Amount Due

INTEREST TO DUE DATE

Interest Period		No of Days	Principal balance outstanding during Interest Period	Interest Rate	Amount Due
From	To (Due Date)				

DELAY INTEREST

	Interest Period		Interest Rate	

	From	To (inclusive)	No of Days	[Relevant Reference Rate]	Margin	Total	Amount Due
on principal							
on interest							

Claim under the Contract

Under the Cession specified in the Risk Details section of the Contract, you assumed the following insured percentage of our liability under the Agreement for amounts of unpaid principal:

[INSERT TABLE SHOWING INSURER(S) LIABILITY]

Accordingly, as a result of the above-mentioned claim under the Agreement in respect of, among other things, principal amounting to [CCY] [insert amount], we now claim from you pursuant to the Contract the sum of [CCY] [insert amount].

Payment of that sum should, pursuant to condition 8(e) of the Contract, be made within 30 business days after the later of (i) the date you receive this notice; and (ii) the date the Insured notify you of the actual payment made.

In anticipation of your accepting this claim, we attach a signed Release Agreement for you to counter-sign, date and copy to us on such date as you agree to pay our claim in full.

Yours faithfully,

[Name]

[Position]

UK Export Finance

RELEASE AGREEMENT

WHEREAS:

- A. UK Export Finance has advanced a claim under the Contract in the amount of **[INSERT AMOUNT]** [[and B applies] or [and C applies] delete as applicable]
- B. Insurer(s) intend to settle the claim on a full and final basis on the terms set out herein.
- C. Further claims may be due and payable under this Contract for which further Notice of Claim and Release Agreements will be submitted.

IT IS HEREBY AGREED as follows:

- 1. The Insurers agree, severally, to pay their respective share of [*insert amount*] (the Settlement Sum).
- 2. Payment of the Settlement Sum shall be effected by way of electronic transfer to the following bank account [*insert bank account details*].
- 3. On receipt by UK Export Finance and in consideration of payment by each Insurer of its several share of the Settlement Sum and in full and final settlement UK Export Finance hereby forever releases and discharges that Insurer (inclusive of all successors, assigns, affiliates, subsidiaries, related companies, directors, officers and employees thereof) with respect to any claim, loss, right or cause of action, contractual or otherwise and whether known or unknown, in respect of the Settlement Sum.
- 4. The Insured acknowledges its continuing obligations under the Contract, specifically with regard to Due Diligence (Condition 5), Claim Payments (Condition 8) and Recoveries (Condition 9).
- 5. This Release Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each signatory had signed the same document.
- 6. Any dispute which may arise under, out of, in connection with or in relation to this Release Agreement including, but not limited to, any question regarding its existence, validity or termination shall be determined in accordance with Condition 24 of the Policy which shall apply as if set out in this Release Agreement *mutatis mutandis*. Any dispute under this Release Agreement may be determined in the same arbitral proceedings as a dispute under the Policy.
- 7. The formation, existence, construction, performance, validity and all aspects whatsoever of this Release Agreement or of any term of this Release Agreement will be governed by the laws of England and Wales.

8. Any dispute or matter which requires reference to a court arising out of or relating to arbitration, or falling outside the scope of the arbitration clause, shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

Authorised Signatory for and on
behalf of UK Export Finance

Date

Authorised Signatory for and on
behalf of [*insert Insurer*]

Date

Authorised Signatory for and on
behalf of [*insert Insurer*]

Date

Authorised Signatory for and on
behalf of [*insert Insurer*]

Date

SCHEDULE B

Exposure & Premium Calculations Insurer(s) Participations

SECURITY DETAILS

(RE)INSURER'S LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 (amended)

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES:

- ☐ Percentage of Whole
☐ Percentage of Order
☐ Part of Whole
☒ Part of Order

BASIS OF SIGNED LINES:

- ☐ Percentage of Whole
☐ Percentage of Order
☐ Part of Whole
☐ Part of Order

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full; and,
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES: As per attached

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

SCHEDULE 13 TENDER

1. GENERAL

- 1.1 This Framework Schedule 13 (*Tender*) sets out a copy of the Supplier's Tender including the Supplier's responses to the whole award questionnaire in accordance with the ITT.
- 1.2 Subject to Clause 1.2 (*Interpretation*), in addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Contract, the Supplier shall provide the Services to the Authority in accordance with the Tender.

Text Redacted

[illegible]

JOINT SCHEDULES

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JOINT SCHEDULE 1 CORPORATE SOCIAL RESPONSIBILITY

1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement the definitions in the Framework Agreement (as the context requires):

"**Code**" means the Supplier Code of Conduct setting out the standards and behaviors expected of suppliers who work with government published by the Crown in September 2019 and accessible at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf;

"**Contract**" means either the Framework Agreement, Broker Call Off Contract or the Contract of Insurance, as the context requires; and

"**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 1.2 References to "**Paragraphs**" are, unless otherwise provided, references to Paragraphs of this Joint Schedule 1.

2. COMPLIANCE WITH THE CODE

- 2.1 The Authority expects its suppliers to meet the standards set out in the Code. In addition, the Authority expects its suppliers and subcontractors to comply with the standards set out in this Joint Schedule.
- 2.2 The Supplier acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Authority expects that the Supplier and its subcontractors will comply with such corporate social responsibility requirements as the Authority may notify to the Supplier from time to time.

3. EQUALITY AND ACCESSIBILITY

- 3.1 In addition to legal obligations, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under s149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the contract with the authority it is party to in a way that seeks to:

3.1.1 eliminate discrimination, harassment or victimisation of any kind; and

3.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation and marriage and civil partnership) and those who do not share it.

0. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

4.1 The Supplier:

4.1.1 shall not use, nor allow its subcontractors to use forced, bonded or involuntary prison labour;

4.1.2 shall not require any Supplier Personnel or personnel employed by any subcontractor to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

4.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

4.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;

4.1.5 shall make reasonable enquires to ensure that its officers, employees and subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;

4.1.6 shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;

4.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

4.1.8 shall prepare and deliver to the Authority an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 4 of this Joint Schedule 1;

4.1.9 shall not use, nor allow its employees or subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or subcontractors;

4.1.10 shall not use or allow child or slave labour to be used by its subcontractors; and

4.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its subcontractors to the Authority and Modern Slavery Helpline.

1. INCOME SECURITY

5.1 The Supplier shall:

5.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

5.1.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

5.1.3 provide all workers with written and understandable information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

5.1.4 not make deductions from wages:

- (a) as a disciplinary measure;
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned; 5.1.5

record all disciplinary measures taken against Supplier Personnel; and

5.1.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

6. WORKING HOURS

6.1 The Supplier shall:

6.1.1 ensure that the working hours of Supplier Personnel comply with national laws and any collective agreements;

6.1.2 ensure that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing; and

6.1.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked,

by individuals and by the Supplier Personnel as a whole.

6.2 The total hours worked in any seven day period shall not exceed sixty (60) hours, except where covered by Paragraph 6.3 of this Joint Schedule 1 below.

6.3 Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:

6.3.1 this is allowed by national law;

6.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and

6.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

6.4 All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

7. **SUSTAINABILITY**

7.1 The supplier shall meet the Government Buying Standards applicable to the Services which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

JOINT SCHEDULE 2 PROCESSING DATA

36. DEFINITIONS

36.1 In this Schedule, the following words shall have the following meanings and they shall supplement the definitions in the Framework Agreement or the Call Off Contract (as the context requires):

"Contract" means either the Framework Contract or any Call Off Contract, as the context requires;

"Controller" has the meaning given to it in the UK GDPR;

"Data Protection Impact Assessment" means where an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Independent Control" means where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and **"Independent Controller"** shall be construed accordingly;

"Information Commissioner's Office" means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

"Joint Controllers" means where two or more Controllers jointly determine the purposes and means of processing;

"LED" means the Law Enforcement Directive (Directive (EU) 2016/680);

"Personal Data Breach" has the meaning given to it in the UK GDPR;

"Processing" has the meaning given to it in the UK GDPR;

"Processor" has the meaning given to it in the UK GDPR;

"Processor Personnel" means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Framework Agreement and Call-Off Contract;

"Protective Measures" means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it; and

"Sub-processor" means any third Party appointed to process Personal Data on behalf of that Processor related to the Contract (as the case may be).

36.2 References to "**Paragraphs**" are, unless otherwise provided, references to Paragraphs of this Joint Schedule 2.

37. STATUS OF THE CONTROLLER

The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the UK GDPR. A Party may act as:

37.1.1 "**Controller**" in respect of the other Party who is "**Processor**";

37.1.2 "**Processor**" in respect of the other Party who is "**Controller**";

37.1.3 "**Joint Controller**" with the other Party; and/or

37.1.4 "**Independent Controller**" of the Personal Data where the other Party is also "**Controller**",

in respect of certain Personal Data under the Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

38. WHERE ONE PARTY IS CONTROLLER AND THE OTHER PARTY ITS PROCESSOR

38.1 Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.

38.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

38.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

38.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;

38.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;

38.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

38.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

38.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

38.4.1 Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) unless the Processor is required to do otherwise by Law. If it is

so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

38.4.2 ensure that it has in place Protective Measures which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

38.4.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Joint Schedule 2 and the Contract;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

38.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal

Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);

- () the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (a) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

38.5 Subject to Paragraph 38.6 of this Joint Schedule 2, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

38.5.1 receives a Data Subject Request (or purported Data Subject Request);

38.5.2 receives a request to rectify, block or erase any Personal Data;

38.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

38.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

38.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

38.5.6 becomes aware of a Data Loss Event.

38.6 The Processor's obligation to notify under Paragraph 38.5 of this Joint Schedule 2 shall include the provision of further information to the Controller in phases, as details become available.

38.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 38.5 of this Joint Schedule 2 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

38.7.1 the Controller with full details and copies of the complaint, communication or request;

38.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

38.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

- 38.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
- 38.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 38.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 2. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 38.8.1 the Controller determines that the Processing is not occasional;
 - 38.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 38.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 38.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 38.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 38.11 Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
 - 38.11.1 notify the Controller in writing of the intended Sub-processor and Processing;
 - 38.11.2 obtain the written consent of the Controller;
 - 38.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 2 such that they apply to the Sub-processor; and
 - 38.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 38.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 38.13 The Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 38.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

39. INDEPENDENT CONTROLLERS OF PERSONAL DATA

39.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller (but where the Parties are not Joint Controllers), each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

39.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

39.3 Where a Party has provided Personal Data to the other Party in accordance with paragraph 38.6 of this Joint Schedule 2 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

39.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

39.5 The Parties shall only provide Personal Data to each other:

39.5.1 to the extent necessary to perform their respective obligations under the Contract;

39.5.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

39.5.3 where it has recorded it in Annex 1 (*Processing Personal Data*).

39.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

39.7 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

39.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):

39.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

39.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
- (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

39.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

39.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

39.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

39.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

39.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

39.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

39.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

39.12 Notwithstanding the general application of paragraph 38 (*Where one party is Controller and the other party is its Processor*) of this Joint Schedule 2 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller in accordance with this paragraph 39 (*Independent Controllers of Data*).

ANNEX 1 – PROCESSING PERSONAL DATA

This Annex 1 shall be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Annex shall be with the Authority at its absolute discretion.

1. The contact details of the Authority's Data Protection Officer are: Information Access Team, UK Export Finance, 1 Horse Guards Road, London SW1A 2HQ Email: information.access@ukexportfinance.gov.uk.
2. The contact details of the Supplier's Data Protection Officer are:
Text Redacted
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is the Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 3 of this Joint Schedule 2 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Name of any individual reference to which is critical to the fair presentation of the risks under each Call Off Contract. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Business contact details of Supplier Personnel for which the Supplier is the Controller. Business contact details of any directors, officers, employees, agents, consultants and contractors of Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under the Contract for which the Authority is the Controller.

Description	Details
Duration of the Processing	From the Framework Commencement Date until the Call Off Expiry Date for each Call-Off Contract under the Framework Agreement.
Nature and purposes of the Processing	<p>Purpose:</p> <p>Information will be shared between the Controller and the Processor(s) for the purpose of the performance of its obligations under the Framework Agreement and each Call Off Contract to provide the Authority with insurance and insurance brokerage services.</p> <p>This processing is permitted under Article 6(1)(e) of the UK GDPR that is, that the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.</p> <p>Nature of Processing:</p> <p>The processing will include as a minimum:</p> <p>Collection, recording, organization, storage, retrieval of data critical to the presentation of risks to the Insurer(s).</p> <p>Disclosure under certain conditions specified in the Framework Agreement and Call Off Contract.</p> <p>Restrictions of access to this data, erasure and/or destruction of data once the period specified in this Annex 1 is complete.</p> <p>OTHER PURPOSES:</p> <p>Where agreed by the Parties, further types of processing may be permitted and once agreed must be incorporated by way of variation to Annex 1 to this Joint Schedule 2.</p>
Type of Personal Data	<p>Name</p> <p>E-mail address</p> <p>Phone number</p> <p>Mobile number</p>
Categories of Data Subject	<p>Authority staff</p> <p>Staff of business subject of the insurance</p> <p>Suppliers (and Staff)</p>

Description	Details
	<i>No special category data</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Personal Data will be destroyed after a minimum of 7 years from the Call Off Expiry Date of each Call-Off Contract.