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ATTACHMENT 15-7 OF THE SPECIAL TERMS

PSN CONNECTIVITY

CALL-OFF TERMS

SCHEDULE 6.7

CALL-OFF COOPERATION AGREEMENT

FINAL

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THIS AGREEMENT IS MADE ON
20[]
BETWEEN:

[] of []
[] (the “**Customer Authority**”);

[] a company incorporated in [] under registration number [], whose

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[] a company incorporated in [] under registration number [], whose

[] a company incorporated in [] under registration number [], whose

[] a company incorporated in [] under registration number [], whose

[] a company incorporated in [] under registration number [], whose

together (the “**Contractors**” and each of them a “**Contractor**”).

[Drafting Note: The Agency Manager may also become a signatory to this Cooperation Agreement.]

WHEREAS:

- A) the Customer Authority and the Contractors have entered into the Contracts (defined below) for the provision of various managed telecommunications services; and
- B) the Contractors now wish to provide for the ongoing cooperation of the Contractors in the provision of services under their respective Contracts to the Customer Authority; and
- C) the Contractors now wish to provide for the ongoing cooperation with the Agency Manager irrespective of whether it is a party to this Cooperation Agreement.

In consideration of the mutual covenants contained in the Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 As used in this Agreement, the capitalised expressions shall have the following meanings unless the context requires otherwise:

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“Agency Manager” shall have the meaning set out in the Contract;

“Agreement” means this cooperation agreement, comprised of the Clauses and Schedules;

“Contract” means each contract that is let by the Customer Authority to one of the Contractors, as set out in Schedule 1;

“Contractor’s Confidential Information” has the meaning set out in the Contract;

“Confidential Information” means the Customer Authority's Confidential Information and/or any Contractor's Confidential Information;

“Cooperation Activities” means the activities set out in this Agreement;

“Customer Authority’s Confidential Information” has the meaning set out in the Contract;

“Default” means any breach of the obligations of any Contractor or any default, act, omission, negligence or statement of any Contractor, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Contractor is liable (by way of indemnity or otherwise) to the other parties;

“Detailed Cooperation Plan” has the meaning given to it in Clause 4.2;

“Dispute Resolution Procedure” means the procedure described in Clause 12;

“Effective Date” means [DATE];

“Event” has the meaning given to it in Clause 6.1;

“Force Majeure Event” has the meaning given to it in Clause 14.1.1;

“Framework Authority” means the Government Procurement Service;

“Indirect Customers” means [INSERT LIST];

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“**Mediator**” has the meaning given to it in Clause 12.3.1;

“**Outline Cooperation Plan**” has the meaning given to it in Clause 4.1;

“**PSN**” means the network of networks delivered through multiple service providers, as further detailed in the PSN Operating Model;

“**PSN Change**” a change to the PSN, as notified by the Customer Authority;

“**PSN Compliance Conditions**” means the governance, technical, security and other conditions applied to the PSN from time to time;

“**PSN Operating Model**” means the documents produced from time to time by the PSNA which contains information relating to the PSN;

“**PSNA**” means the Government body which will administer the PSN from time to time;

“**Representatives**” means the individuals appointed under Clause 7;

“**Resolution Plan**” has the meaning given to it in Clause 6.5;

“**Resolution Proposals**” has the meaning given to it in Clause 6.2; and

“**Term**” has the meaning given to it in Clause 3.1.

1.2 General

1.2.1 As used in this Agreement:

1.2.1.1 the masculine includes the feminine and the neuter; and

1.2.1.2 the singular includes the plural and vice versa.

1.2.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment,

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order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.2.3 The parties shall comply with any express obligation in this Agreement to comply with any document, statute, enactment, order, regulation or other similar instrument that is referenced in this Agreement.

1.2.4 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.2.5 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.6 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

1.2.7 The party receiving the benefit of an indemnity under this Agreement shall use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. RIGHTS OF CUSTOMERS

2.1 The Customer Authority has entered into this Agreement for itself and for the benefit of the Indirect Customers. The Customer Authority, if the Agency Manager is in agreement, has the right to request that the Agency Manager enter into this Agreement and the Contractors will not object to the Agency Manager doing so.

2.2 The parties agree that the Customer Authority shall have the right to:

2.2.1 conduct all claims and disputes under this Agreement;

2.2.2 enforce the terms, conditions, undertakings and other provisions of this Agreement for the benefit of itself and all Indirect Customers; and/or

2.2.3 recover losses suffered by any of the Indirect Customers as if such losses were suffered or incurred by the Customer Authority.

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3. TERM OF THE AGREEMENT

- 3.1 This Agreement shall come into force on the Effective Date and, unless earlier terminated in accordance with Clause 13, shall expire six (6) months after the expiry or termination (however arising) of the exit period of the last Contract (the “**Term**”).
- 3.2 A Contractor’s duty to perform the Cooperation Activities shall continue until the end of the exit period of its last relevant Contract.

4. PROVISION OF THE COOPERATION PLAN

- 4.1 [~~The~~~~If the Customer Authority requests,~~] [~~the~~ Contractors shall, within two (2) weeks (or such longer period as notified by the Customer Authority in writing) of the Effective Date, provide to the Customer Authority detailed proposals for the Cooperation Activities they require from each other (the “**Outline Cooperation Plan**”).] OR [~~The~~~~the~~ Contractor’s detailed proposals for the Cooperation Activities are set out in Schedule 2 of this Agreement (the “**Outline Cooperation Plan**”).] **Drafting Note: These options are under review by the Customer Authority.**
- 4.2 Within ten (10) Working Days (or such other period as agreed by the Customer Authority and the Contractors) of [receipt of the proposals] or [the Effective Date], the Customer Authority shall prepare a plan for the Cooperation Activities (the “**Detailed Cooperation Plan**”). The Detailed Cooperation Plan shall include full details of the activities and interfaces that involve all of the Contractors to ensure the receipt of the services under each Contractor’s respective Contract, by the Customer Authority and any Indirect Customers. The Detailed Cooperation Plan shall be based on the Outline Cooperation Plan and shall be submitted to the Contractors for approval.
- 4.3 The Contractors shall provide such assistance as is required by the Customer Authority in the preparation of the Detailed Cooperation Plan.
- 4.4 The Contractors shall, within ten (10) Working Days of receipt of the Detailed Cooperation Plan, either:
- 4.4.1 approve the Detailed Cooperation Plan; or

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4.4.2 reject the Detailed Cooperation Plan, giving reasons for such rejection.

4.5 The Contractors may reject the Detailed Cooperation Plan pursuant to Clause 4.4.2 only if it is not consistent with their Outline Cooperation Plan in that it imposes additional, more onerous, obligations on them.

4.6 If the parties fail to agree the Detailed Cooperation Plan in accordance with Clause 4.4, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5. COOPERATION ACTIVITIES

5.1 The Contractors shall perform the Cooperation Activities and all other obligations of this Agreement in accordance with the Detailed Cooperation Plan. The reasonable costs and expenses (if any) of the Contractors and their respective sub-contractors in carrying out their obligations hereunder (including under Clauses 5.3 and 5.4) shall be reflected in the charges payable by the Customer Authority under the relevant Contract.

5.2 In addition, each Contractor shall:

5.2.1 ensure that its services, software, systems or other technology do not interfere with the PSN, and are compatible with the PSN and any applicable PSN Compliance Conditions;

5.2.2 comply with any changes required to its services, software, systems or other technology to comply with PSN Changes; and

5.2.3 remedy any breach of Clauses 5.2.1 and 5.2.2 within twenty eight (28) days of written notice to do so, either from the Customer Authority or another Contractor.

5.3 The Contractors shall provide all additional cooperation and assistance as is reasonably required by the Customer Authority to ensure the continuous delivery of the services under all the Contracts.

5.4 The Contractors shall procure that their respective sub-contractors provide all cooperation and assistance as set out in the Detailed Cooperation Plan.

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6. JOINT EVENT MANAGEMENT

- 6.1 If a Contractor is prevented from or delayed in providing (in whole or in part) the services under a Contract due to a failure or breach by another Contractor (“an **“Event”**”), the Customer Authority shall be entitled (but not required) to require the provisions of Clauses 6.2 to 6.11 (inclusive) to be followed by those Contractors which the Customer Authority in its reasonable opinion considers relevant. Where the Event relates to a failure to comply with service level targets under a Contract and the Customer Authority has not required compliance with Clauses 6.2 to 6.11 (inclusive) because the Customer Authority does not regard such failure as material, the relevant Contractors shall remedy such failure in accordance with their Contracts. The process in this Clause 6 does not relieve the Contractor which is being prevented or delayed of any obligations it may have under its Contract, including any requiring it to mitigate or avoid the effect of the Event.
- 6.2 If, following an Event the Customer Authority requires compliance in accordance with Clause 6.1, the affected Contractors shall prepare proposals in writing for the resolution of the Event and restoration of the services (the **“Resolution Proposals”**) within two (2) Working Days (or such longer period as the affected Contractors and the Customer Authority agree in writing) of the Event occurring. The Resolution Proposals shall contain, as a minimum:
- 6.2.1 detailed descriptions of the impact of the Event on the services under each Contract;
 - 6.2.2 proposals for resolving the Event;
 - 6.2.3 a timetable of activities required by all parties affected by the Event to resolve the Event; and
 - 6.2.4 indicative costings for resolving the Event (such costings shall be reasonable and only relate to direct costs incurred by the affected party).
- 6.3 The affected Contractors shall deliver the Resolution Proposals to the Customer Authority within ~~eight~~eight ~~three~~ (883) Working Days or such shorter period as mutually agreed by the parties in writing (acting reasonably).

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- 6.4 On receipt of the Resolution Proposals, the parties' Representatives shall meet (together with any sub-contractor's representatives as requested by the Customer Authority) within no more than ~~eight~~~~thirteen~~ (~~883~~) Working Days to discuss how best to resolve the Event and restore full provision of the services under the Contracts to the Customer Authority.
- 6.5 Following the meeting specified in Clause 6.4 and in accordance with the timescales agreed during the meeting specified in Clause 6.4, the Contractors shall prepare and deliver a joint final plan for the resolution of the Event (the “**Resolution Plan**”) for approval by the Customer Authority.
- 6.6 The parties (and any sub-contractors) shall perform the activities in accordance with the timetable specified in the Resolution Plan approved by the Customer Authority and all other obligations of this Agreement. None of the Contractors shall be entitled to request or require any compensation or additional charges from each other until the satisfactory resolution (as determined by the Customer Authority acting reasonably) of the Event.
- 6.7 If a Contractor fails to comply with the provisions of the Resolution Plan approved by the Customer Authority (insofar as caused by the Default of the Customer Authority or other Contractors), it shall, without prejudice to the parties' other rights and remedies, pay any reasonable additional costs and expenses of the other parties incurred as a direct result of such failure.
- 6.8 In the event of any dispute in relation to the Resolution Plan, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.9 Following resolution of the Event to the satisfaction of the Customer Authority, the parties' representatives shall meet (together with any sub-contractor's representatives as requested by the Customer Authority) within ~~eight~~~~thirteen~~ (~~883~~) Working Days (or such shorter period as mutually agreed by the parties in writing (acting reasonably)) to discuss responsibility for the Event and to agree the charges payable (as referred to in this Clause 6) by each party. In particular the parties shall consider:
- 6.9.1 which party (or parties) were responsible for the Event; and

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6.9.2 whether the parties (if any) who were not responsible for the Event are entitled to be compensated by the party responsible for the Event for losses resulting from the Event in accordance with Clause 6.10.

6.10 If, due to the Default of a Contractor (the "**First Contractor**"), any other Contractor(s) (the "**Other Contractor(s)**") is unable to provide or is delayed in providing the services under a Contract, that First Contractor shall, without prejudice to the parties' other rights and remedies, compensate the Other Contractor(s) for any reasonable additional costs and expenses incurred as a direct result of such Default to the extent that such costs and expenses were not also caused or contributed to by a Default of the other Contractor.

6.11 The parties shall use their reasonable endeavours to mitigate the impact of any Event.

6.12 If the Agency Manager proposes an alternative event management procedure to the one set out in this paragraph 6 above, the Contractors will work in good faith with the Agency Manager to follow and comply with such alternative event management procedure

7. REPRESENTATIVES OF THE PARTIES

7.1 The parties shall each nominate *[add roles required, we would suggest 1 manager for each party who is responsible for all cooperation discussions]* who shall be responsible for attending all discussions relating to this Agreement. The Contractors shall not change or remove their respective Representatives without the Customer Authority's prior written consent, such consent not to be withheld or delayed if the following conditions are met:

7.1.1 a suitable replacement is found whose abilities, expertise and qualifications are similar to or in excess of those of the replaced individual; and

7.1.2 the Customer Authority shall be entitled, at its discretion, to interview and/or review the CV's of any proposed replacement Representative prior to giving such consent.

7.2 If, in the Customer Authority's reasonable opinion, a Representative is unsuitable for reasons of incompatibility with other Representatives, incompetence, unprofessional behaviour or similar circumstances, the Customer Authority may request that such an employee be removed from

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the performance of the Cooperation Activities. In this event, the employee shall be removed and replaced with a suitable replacement, such replacement to be approved by the Customer Authority (whose approval shall not be unreasonably withheld or delayed). The relevant Contractor shall indemnify the Customer Authority against any claim or liability that might arise in connection with this request.

8. INVOICING

- 8.1 In the event that any sums are due under this Agreement, the Contractor responsible for paying such sum shall pay within twenty (20) Working Days of receipt of a valid invoice.
- 8.2 Interest shall be payable on any late payments under this Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9. CONFIDENTIALITY

- 9.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Contractors acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 9.2 Each Contractor warrants that:
- 9.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Agreement;
- 9.2.2 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without the prior written consent of the other party;
- 9.2.3 it shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by its employees, servants, agents or sub-contractors; and

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9.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, shall use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise.

9.3 The provisions of Clauses 9.1 and 9.2 shall not apply to any information which:

9.3.1 is or becomes public knowledge other than by breach of this Clause 9; or

9.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

9.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

9.3.4 is independently developed without access to the Confidential Information; or

9.3.5 is required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction.

9.4 The Customer Authority's right, obligations and liabilities in relation to using and disclosing any Contractor's Confidential Information provided under this Agreement and the Contractor's right, obligations and liabilities in relation to using and disclosing any of the Customer Authority's Confidential Information provided under this Agreement, shall be as set out in the relevant Contract.

10. WARRANTIES

10.1 Each Contractor warrant and represent that:

10.1.1 it has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Contractor; and

10.1.2 its obligations hereunder shall be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including

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but not limited to good industry practice and (without limiting the generality of this Clause 10) in accordance with its own established internal procedures.

10.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

11. LIMITATION OF LIABILITY

11.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

11.2 Nothing in this Agreement shall exclude or limit the liability of any party in respect of fraud or fraudulent misrepresentation.

11.3 Subject always to Clauses 11.1 and 11.2, the liability of the Customer Authority and any Indirect Customers to any Contractors for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 9.4, which shall be subject to the limitations of liability set out in the relevant Contract) shall be limited to five thousand pounds sterling (£5,000).

11.4 Subject always to Clauses 11.1 and 11.2, the liability of each Contractor for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement shall be limited to ~~{Customer Authority to specify}~~ two hundred fifty thousand pounds sterling (£250,000) save that each of such Contractor's total liability under their respective Contracts shall be subject to the financial limits set out in Clause 42.2.5 inclusive of any liability incurred under this Clause 11.4 of this Agreement.

11.5 Subject always to Clauses 11.1, 11.2 and 11.6 and except in respect of liability under Clause 9 (excluding Clause 9.4, which shall be subject to the limitations of liability set out in the relevant Contract), in no event shall any party be liable to any other for:

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- 11.5.1 indirect loss or damage;
 - 11.5.2 special loss or damage;
 - 11.5.3 consequential loss or damage;
 - 11.5.4 loss of profits (whether direct or indirect);
 - 11.5.5 loss of turnover (whether direct or indirect);
 - 11.5.6 loss of business opportunities (whether direct or indirect); and/or
 - 11.5.7 damage to goodwill (whether direct or indirect).
- 11.6 Subject always to Clauses 11.1 and 11.2, the provisions of Clause 11.5 shall not be taken as limiting the right of the Customer Authority or any Indirect Customer to amongst other things, recover as a direct loss any:
- 11.6.1 additional operational and/or administrative costs and expenses arising from a Contractor's Default; and/or
 - 11.6.2 wasted expenditure or charges rendered unnecessary and/or incurred by the Customer Authority arising from a Contractor's Default.
- 11.7 In accordance with Clause 2.2.3, the Customer Authority may recover all losses suffered by any Indirect Customer as if such losses were suffered or incurred by itself, provided that in no event may the Customer Authority or any Indirect Customer recover twice in respect of the same loss (so that loss recovered by an Indirect Customer may not be recovered by the Customer Authority and vice versa).

12. DISPUTE RESOLUTION PROCEDURE

- 12.1 All disputes between any of the parties arising out of or relating to this Agreement shall be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Cooperation Plan.
- 12.2 If the dispute cannot be resolved by the parties' representatives nominated under Clause 12.1

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within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the parties) after it has been referred to them under Clause 12.1, then except where a party seeks urgent injunctive relief, the parties shall refer it to mediation pursuant to the procedure set out in Clause 12.3 unless the Customer Authority considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

12.3 The procedure for mediation and consequential provisions relating to mediation are as follows:

12.3.1 a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to the parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator;

12.3.2 the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;

12.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

12.3.4 if the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives;

12.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any

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proceedings relating to this Agreement without the prior written consent of all the parties; and

12.3.6 if the parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

12.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

13. TERMINATION AND CONSEQUENCES OF TERMINATION

13.1 Termination

13.1.1 The Customer Authority has the right to terminate this Agreement at any time by notice in writing to the Contractors whenever the Customer Authority has the right to terminate a Contractor's respective Contract.

13.1.2 Failure by any of the Contractors to comply with their obligations under this Agreement shall constitute a Default under their relevant Contract. In this case, the Customer Authority also has the right to terminate by notice in writing the participation of any Contractor to this Agreement and sever its name from the list of Contractors, so that this Agreement will continue to operate between the Customer Authority and the remaining Contractors.

13.2 Consequences of Termination

13.2.1 Subject to any other right or remedy of the parties, the Contractors and the Customer Authority shall continue to comply with their respective obligations under the Contracts following the termination (however arising) of this Agreement:

13.2.2 Except as expressly provided in this Agreement, termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement.

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14. GENERAL PROVISIONS

14.1 Force Majeure

14.1.1 For the purposes of this Agreement, the expression “**Force Majeure Event**” shall mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a sub-contractor.

14.1.2 Subject to the remaining provisions of this Clause 14.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

14.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to such event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

14.1.4 An affected party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under a contract with the affected party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event).

14.1.5 The affected party shall immediately give the other parties written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

14.1.6 A Force Majeure Event shall be considered an Event for the purposes of this Agreement and the parties shall comply with their respective obligations under Clause 6.

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14.1.7 The affected party shall notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise in writing by the parties.

14.2 Assignment and Subcontracting

14.2.1 Subject to Clause 14.2.2, the Contractors shall not assign, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage hereof without the consent of the Customer Authority first being obtained in writing.

14.2.2 Any sub-contractors identified in the Detailed Cooperation Plan and/or any Resolution Plan are permitted to perform those elements identified in the Detailed Cooperation Plan or Resolution Plan to be performed by such sub-contractors.

14.3 Notices

14.3.1 Any notices given under or in relation to this Agreement shall be deemed to have been properly delivered if sent by recorded or registered post or by fax and shall be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

14.3.2 For the purposes of Clause 14.3.1, the address of each of the parties shall be those specified in the Detailed Cooperation Plan.

14.4 Entire Agreement

14.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in

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respect of the matters dealt with in it and supersedes, any previous agreement between the Parties in relation to such matters.

14.4.2 Each of the parties acknowledges and agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

14.4.3 Nothing in this Clause 14.4 shall operate to exclude any liability for fraud.

14.5 Rights of Third Parties

14.5.1 Save as provided in Clause 14.5.2, nothing in this Agreement shall be deemed to grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision hereof and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.5.2 The Framework Authority and/or the PSNA may enforce Clause 5.2 on behalf of the Customer Authority pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the Parties shall immediately commence good faith negotiations to remedy that invalidity

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14.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement shall be effective unless it is made in writing by the parties.

14.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

14.9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED AND DELIVERED as an agreement by the parties or their duly authorised attorneys the day and year first above written.

FOR AND ON BEHALF OF THE CUSTOMER AUTHORITY

Signed by:

Full name (capitals):

.....
.....
.....

Position:

Date:

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SCHEDULE 1

LIST OF CONTRACTS

CONTRACTOR	NAME/REFERENCE OF CONTRACT	EFFECTIVE DATE OF CONTRACT

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[SCHEDULE 2

OUTLINE COOPERATION PLAN]

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