



Department
for Environment
Food & Rural Affairs

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Framework Agreement for Chemical, Biological, Radiological and Nuclear (CBRN) and HazMat Remediation

Framework Agreement Reference Various

FRAMEWORK AGREEMENT

Section 1

THIS AGREEMENT is made on 1st April 2022

BETWEEN:

(1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London, SW1P 3JR ("**the Authority**");

AND

(2) ("the Framework Provider").

WHEREAS:

- a) The Authority placed a contract notice 2021/S 000-015290 on 2nd July 2021 on the Find a Tender Service to establish a multi-lot framework of specialist suppliers to provide contingency decontamination and related services in the areas of chemical, biological, radiological and nuclear contamination.
- b) Following the issue of an invitation to tender, the Framework Provider submitted a tender on 3rd September 2021 for the provision of the Services.
- c) On the basis of the Framework Provider's tender, the Authority selected the Framework Provider to enter into a framework agreement to provide Services to the Authority and any Contracting Authority on a call-off basis in respect of the Framework Provider's lot(s) in accordance with this Framework Agreement.
- d) This Framework Agreement sets out the terms and conditions on which the Framework Provider will supply the Services to the Authority and any Contracting Authority and the procedure that the Authority and any Contracting Authority will use to order Services from the Framework Provider.
- e) It is the parties' intention that there will be no obligation for the Authority and/or any Contracting Authority to place orders with the Framework Provider under this Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

TERMS OF THIS FRAMEWORK AGREEMENT

The Authority appoints the Framework Provider as a potential provider of Services in accordance with the terms and conditions of this Framework Agreement which comprises all the documents set out below and incorporates all the Standard Terms and Conditions set out in Section 2 and the Schedules and Appendices below.

This Framework Agreement comprises the following:

Section 1	Parties, Recitals, Terms, Signatures
Section 2	Standard Terms and Conditions of Framework Agreement
Schedule 1	Definitions
Schedule 2	Specification
Schedule 3	Pricing Matrix
Schedule 4	Order Form
Schedule 5	Template Call Off Terms
Schedule 6	Call Off Procedure
Schedule 7	Management Information Schedule
Schedule 8	Key Personnel Schedule
Schedule 9	Security Requirements
Schedule 10	Health and Safety Requirements
Schedule 11	Business Continuity and Disaster Recovery Terms and Template
Schedule 12	Collaboration Standards
Schedule 13	Travel and Subsistence
Schedule 14	Staff Security Vetting Procedures
Schedule 15	Change Control Notice
Schedule 16	Tender
Schedule 17	Confidentiality Agreement
Schedule 18	Processing, Personal Data and Data Subjects

SECTION 2 STANDARD TERMS AND CONDITIONS OF FRAMEWORK AGREEMENT

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 to this Framework Agreement or the relevant Framework Agreement schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Schedule 1 to this Framework Agreement or the relevant Framework Agreement 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.
- 1.3 Subject to clauses 1.4 and 1.5, 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 for precedence:
- 1.3.1 Section 1: Parties, Recitals, Terms, Signatures and Section 2: Standard Terms and Conditions of Framework Agreement and Framework Agreement Schedule 1 Definitions;
- 1.3.2 Framework Agreement Schedules 2-15 inclusive;
- 1.3.3 Framework Agreement Schedule 16 Tender.
- 1.4 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call-Off Contract, the provisions of the Framework Agreement shall prevail over those of the Call-Off Contract save that:
- 1.4.1 any special conditions or variations set out in section 8 and 9 of the Order Form (provided that such conditions or such variations do not amount to a material change of this Framework Agreement within the meaning of the Public Contracts Regulations 2015 and the law) forming part of the Call-Off Contract shall prevail over Framework Agreement and Template Call-Off Terms set out in Schedule 5; and
- 1.4.2 Subject to clause 1.5, the Call-Off Contract shall prevail over Framework Agreement Schedule 16 Tender.
- 1.5 Where Framework Agreement Schedule 16 Tender contains provisions which are more favourable to the Customer in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail unless expressly agreed otherwise in writing as part of the Order Form. The Customer 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.

2 TERM OF FRAMEWORK AGREEMENT

- 2.1 This Framework Agreement commences on 1st April 2022 (the "Framework Commencement Date") and shall expire on 31st March 2026 Contract Year] unless it is terminated earlier in accordance with the terms of this

Framework Agreement or otherwise by operation of law.

3 SCOPE OF THE FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Framework Provider in respect of the provision of the Services by the Framework Provider to a Contracting Authority.
- 3.2 A Contracting Authority (subject to the following provisions) may at its absolute discretion and from time to time order Services from the Framework Provider in accordance with the call-off contract award procedure specified in clause 6.
- 3.3 The Framework Provider acknowledges that there is no obligation for the Authority or any other Contracting Authority to purchase any Services from the Framework Provider during the term of the Framework Agreement.

4 FRAMEWORK PROVIDER'S APPOINTMENT

- 4.1 The Authority appoints the Framework Provider as a potential provider of the Services referred to in the Framework Provider's Lots and the Framework Provider shall be eligible to be considered for the award of orders for such Services in the Lots which they have been awarded by a Contracting Authority during the term of the Framework Agreement.

5 NON-EXCLUSIVITY

- 5.1 The Framework Provider acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority and any Contracting Authority for Services from the Framework Provider and that the Contracting Authorities are at all times entitled to enter into other contracts and arrangements with other Framework Providers and any other third parties for the provision of any or all services which are the same as or similar to the Services.

6 CALL-OFF CONTRACT AWARD PROCEDURE

- 6.1 If a Contracting Authority has a requirement for any of the Services in respect of any Lot to which the Framework Provider has been appointed, the Contracting Authority may award a Call-Off Contract to the Framework Provider in accordance with the terms laid down in this Framework Agreement either by use of a further Mini-competition or (where permitted) by application of a direct award, as detailed in Schedule 6 Call Off Procedure.
- 6.2 Any Contracting Authority ordering Services under the Framework Agreement shall:
- 6.2.1 identify the relevant Lot into which its Services and requirements fall;
 - 6.2.2 determine whether to utilise the Mini-competition approach or whether to apply the direct award, as per the Award Criteria in relation to each Framework Provider under the relevant Lot;
 - 6.2.3 place an Order Form with the successful Framework Provider(s) which:

- 6.2.3.1 states the Services and requirements;
- 6.2.3.2 identifies the Lot in which the award is made;
- 6.2.3.3 states the price payable for the Services and requirements in accordance with the Pricing Matrix applicable for the relevant Lot;
- 6.2.3.4 incorporates the Call-Off Terms and Conditions; and
- 6.2.3.5 includes any other requirements specified by a Contracting Authority.

6.3 Following receipt of an Order Form, the Framework Provider shall:

- 6.3.1 if awarding via a Mini-competition in accordance with Schedule 6, notify the Contracting Authority in writing that it accepts the order for Services by signing and returning the Order Form to the Contracting Authority within 3 Working Days or within the timeframe as otherwise instructed by the Contracting Authority from date of receipt of the Order Form; or
- 6.3.2 if awarding via a direct award in accordance with Schedule 6, notify the Contracting Authority in writing or via telephone followed by signing and returning the Order Form, that it accepts the order for Services within 3 Working Days or within the timeframe as otherwise instructed by the Contracting Authority from date of receipt of the Order Form.

6.4 If the Framework Provider:

- 6.4.1 notifies the Contracting Authority that it declines to accept an order for Services; or
- 6.4.2 the time-limit referred to in clause 6.3 has expired;

then the offer from the Contracting Authority to the Framework Provider shall lapse and the relevant Contracting Authority may offer that order for Services to the next applicable Framework Provider in accordance with the Award Criteria.

6.5 Subject to clauses 6.1- 6.3 above, each Contracting Authority may place an order with the Framework Provider by serving an order in writing in substantially the form set out in Schedule 4 by means of a paper (hard) copy, facsimile, electronic mail or any other on-line solutions. The parties to this Framework Agreement agree that any document or communication which is not in the form prescribed by this clause 6.5 shall not constitute an order under this Framework Agreement.

6.6 The Framework Provider in agreeing to accept such an order pursuant to clause 6.3 above shall be deemed to have entered into a Call-Off Contract with the relevant Contracting Authority for the provision of Services referred to in the Order Form.

6.7 Each Call-Off Contract shall have a maximum Contract Period of two years, unless otherwise approved by the Authority.

7 RESPONSIBILITY FOR AWARDS

7.1 The Framework Provider acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call-off Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- 7.1.1 the conduct of any Contracting Authority (except the Authority) in relation to the Framework Agreement; or
- 7.1.2 the performance or non-performance of any Call-Off Contracts between the Framework Provider and any Contracting Authority (except the Authority) entered into pursuant to the Framework Agreement.

8 WARRANTIES AND REPRESENTATIONS

8.1 The Authority and the Framework Provider warrant and represent to each other that:

- 8.1.1 each party has full capacity and authority to enter into and perform its obligations under this Framework Agreement;
- 8.1.2 this Framework Agreement is executed by a duly authorised representative of each party;
- 8.1.3 each party has not committed and will not commit any fraud by entering into this Framework Agreement.

8.2 The Framework Provider warrants and represents to the Authority and to each of the other Contracting Authorities that:

- 8.2.1 all information, statements and representations contained in its Tender for the Services or made in tendering for work under the call-off process are true and accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution, and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- 8.2.2 no claim is being asserted and no litigation, arbitration, administrative proceeding or similar action is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets, which might have a material adverse effect on its ability to provide its obligations under this Framework Agreement;
- 8.2.3 it is not subject to any contractual obligation that is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
- 8.2.4 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;
- 8.2.5 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies

necessary to perform the Framework Provider's obligations, all licences, authorisations, permits and necessary consents under the Framework Agreement;

- 8.2.6 it has complied with the Staff Vetting Procedures in respect of all Staff employed or engaged in the provision of the Services and that a sample of two of the Staff employed or engaged by Framework Provider at the Framework Commencement Date were either vetted by the Authority in accordance with the Staff Vetting Procedures or vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and this was accepted by the Authority;
- 8.2.7 no proceedings or other steps have been taken and not discharge (nor, to the best its knowledge, are threatened) for the winding up of the Framework Provider 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 Framework Provider's assets or revenue;
- 8.2.8 it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Framework Agreement, and any person engaged by the Framework Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Rights in any IP Materials;
- 8.2.9 in the three (3) years (or period of existence where the Framework Provider has not been in existence for three (3) years) prior to the date of the Framework Agreement:
 - 8.2.9.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 8.2.9.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - 8.2.9.3 it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Framework Agreement.
- 8.3 The Framework Provider shall submit to the Authority complete and accurate Management Information in accordance with the provisions of Schedule 7 using the template made available monthly by the Authority for that purpose.
- 8.4 The Framework Provider shall submit to the Authority complete and accurate health and safety records in accordance with Schedule 10.
- 8.5 The Framework Provider shall submit to the Authority upon the Framework Commencement Date complete and accurate biological capabilities, chemical capabilities and radioactive capabilities checklists, the templates for which will be provided separately.
- 8.6 The Framework Provider warrants that it will comply with the Travel and Subsistence policy in Schedule 13 or

if specified in the Order Form the Customer's travel and subsistence policy.

- 8.7 Each of the representations and warranties set out in clauses 8.1 - 8.7 shall be construed as a separate warranty and representation and shall not be limited or restricted by reference to or inference from the terms of any other representation, warranty or any other undertaking in this Framework Agreement.
- 8.8 If at any time the Framework Provider becomes aware that a representation or warranty given by it under clauses 8.1 to 8.7 has been breached, is untrue or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
- 8.9 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 Framework Provider which constitutes a Default of this Framework Agreement.

9 PERFORMANCE

- 9.1 The Framework Provider shall perform all Call-Off Contracts entered into with a Contracting Authority in accordance with the requirements of the Order Form, this Framework Agreement and the Call-Off Contract, including but not limited to the specification and protocols set out in Schedule 2.
- 9.2 Wherever reasonably requested to do so by the Authority, the Framework Provider shall cooperate fully with any Contracting Authority and its representatives in providing the Services, and with other Framework Providers engaged by the Contracting Authority.
- 9.3 The Framework Provider shall at all times during the Framework Agreement comply with the Specification set out in Schedule 2 and obligations during the term of the Framework Agreement set out in the remaining Schedules in particular (but not limited to) those in Schedules 7 (Management Information), 9 (Security), 10 (Health and Safety), 11 (Business Continuity and Disaster Recovery) and 14 (Staff Security Vetting Procedures).

10 PRICES FOR SERVICES

- 10.1 The prices offered by the Framework Provider for Call-Off Contracts to Contracting Authorities for the Services shall be calculated at rates not exceeding those rates listed in the Pricing Matrix for the relevant Framework Provider's Lot.
- 10.2 The prices listed in the Pricing Matrix shall be fixed for the first two years of this Framework Agreement from the Framework Commencement Date and thereafter may be varied by the Framework Provider subject to the prior written agreement of the Authority and at least one month's prior written notice being provided to the Authority in advance of such increase. The relevant adjustment shall, subject to an overall cap of two per cent (2 %) per calendar year:
- 10.2.1 be applied on the effective date of the increase in the Pricing Matrix by way of indexation ("**Indexation Adjustment Date**"); and
- 10.2.2 be determined by multiplying the relevant amount or sum by the percentage increase or changes

in the Retail Prices Index published for the twelve (12) months ended on the 31 January immediately preceding the relevant Indexation Adjustment Date.

10.3 The Framework Provider confirms that Framework Providers may be asked to provide some immediate advice and information as well as other incident response requirements free of charge as further described in paragraph 12 of the Specification as well as other obligations specified to be provided free of charge in any Call-Off Contract.

10.4 Where members of the Framework Provider's staff are quarantined in accordance with Public Health England's instructions following decontamination, the time spent in quarantine by the Framework Provider's staff shall be paid by the Contracting Authority at 70% of the normal rates specified in the Pricing Matrix.

10.5 The Framework Provider shall be paid an administrative payment by the Authority of eight thousand pounds sterling (£8,000) per year of the Framework Agreement to cover the Framework Provider's provision of ongoing non- operational services including attendance at meetings and provision of business continuity, security, health and safety compliance, management information requirements and other non-operational services described in the Specification. This payment of £8,000 will comprise:

10.5.1 six thousand pounds sterling (£6,000) to be paid by the Authority annually in respect of: the preparation of business continuity and disaster recovery plans (further to Schedule 11); preparation of and security plans (further to Schedule 9) and the completion of the Health and Safety template (further to Schedule 10) (and such payment shall begin on the first (1st) anniversary of the Framework Agreement to be paid until termination of the Framework Agreement); and

10.5.2 two thousand pounds sterling (£2,000) to be paid by the Authority in quarterly instalments of five hundred pounds sterling (£500) and such payment shall begin three (3) months after the Framework Commencement Date and shall be paid by the Authority in instalments of £500 at the end of every three months thereafter until termination of the Framework Agreement, and such payments shall be subject to submission by the Framework Provider of satisfactory management information in accordance with Schedule 7 of this Framework Agreement.

11 OFFICIAL SECRETS ACT 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

11.1 The Framework Provider shall comply with, and shall ensure that its Staff comply with, the provisions of:

11.1.1 the Official Secrets Acts 1911 to 1989; and

11.1.2 Section 182 of the Finance Act 1989.

11.2 In the event that the Framework Provider or its Staff fail to comply with this clause 11, the Authority reserves the right to terminate the Framework Agreement by giving notice in writing to the Framework Provider. The Authority reserves the right to terminate or suspend the Framework Agreement in the event that the Framework Provider or its Staff fail to comply with this clause 11.

- 11.3 A suspension notice given to a Framework Provider pursuant to clause 11.2 must specify the period of suspension.

12 CONFIDENTIAL INFORMATION

- 12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in any Call-Off Contract, the Framework Provider shall treat all Confidential Information belonging to the Authority as confidential and in accordance with the HMG Security Policy Framework and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons and to such extent as may be necessary for the performance of the Framework Provider's obligations under the Framework Agreement.
- 12.2 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Framework Agreement or any Call-Off Contract, the Authority shall treat all Confidential Information belonging to the Framework Provider as confidential and shall not disclose any Confidential Information belonging to the Framework Provider to any other person without the prior written consent of the Framework Provider, except to such persons and to such extent as may be necessary for the performance of the Authority's obligations under the Framework Agreement.
- 12.3 The Framework Provider hereby gives its consent for the Authority to publish the whole Framework Agreement (but with any Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Framework Agreement, to the general public.
- 12.4 Where required by the Authority and/or a Customer, the Framework Provider shall ensure that Staff, professional advisors and consultants sign a confidentiality agreement in substantially the form attached in Schedule 17 of the Framework Agreement prior to commencing any work in connection with the Framework Agreement. The Framework Provider shall maintain a list of the confidentiality agreements completed in accordance with this clause 12.4. Where requested by the Authority, the Framework Provider shall provide the Authority with a copy of the list and, subsequently upon request by the Authority, copies of such of the listed confidentiality agreements as required by the Authority. The Framework Provider shall ensure that its Staff, professional advisors and consultants are aware of the Framework Provider's confidentiality obligations under the Framework Agreement.
- 12.5 The Framework Provider may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality, including but not limited to the HMG Security Policy Framework.
- 12.6 The Framework Provider shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Framework Agreement.
- 12.7 Clause 12.1 and 12.2 shall not apply to the extent that:
- 12.7.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any

requirements for disclosure under the FOIA or the Environmental Information Regulations;

12.7.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.7.3 such information was obtained from a third party without obligation of confidentiality;

12.7.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or Call-Off Contract; or

12.7.5 it is independently developed without access to the other party's Confidential Information.

12.8 Nothing in clauses 12.1 and 12.2 shall prevent the Authority disclosing any Confidential Information obtained from the Framework Provider:

12.8.1 for the purpose of the examination and certification of the Authority's accounts; or

12.8.2 for the purpose of any 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; or

12.8.3 to any government department or any other Contracting Authority and the Framework Provider hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or

12.8.4 to any consultant, contractor or other person engaged by the Authority, provided that in disclosing information under sub-clauses 12.8.2 and 12.8.3 the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

12.9 Nothing in clauses 12.1 to 12.2 shall prevent the Authority or the Framework Provider from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other party's Confidential Information or an infringement of the other party's Intellectual Property Rights.

12.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Framework Provider's Confidential Information is disclosed pursuant to clause 12 is made aware of the Authority's obligations of confidentiality.

12.11 The Authority reserves the right to immediately terminate or suspend the Framework Agreement by notice in writing in the event that the Framework Provider or its Staff fail to comply with this clause 12. A suspension notice given to a Framework Provider pursuant to clause 12 must specify the period of suspension.

12.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data

obtained in the supply of the Services under the Call-Off Contract, the Framework Provider undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.

12.13 The Framework Provider will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Call-Off Contract and will keep a record of such breaches. The Framework Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Framework Provider's obligations under clauses 12.1 to 12.6. The Framework Provider will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

12.14 The Framework Provider shall, at its own expense, alter any security systems at any time for the duration of the Framework Agreement at the Authority's request if the Authority reasonably believes the Framework Provider has failed to comply with clause 12.13.

12.15 All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Authority and notified to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.

12.16 In the event that the Framework Provider fails to comply with any of the provisions in clause 12, the Framework Provider agrees that monetary damages would not be a sufficient remedy for breach of clause 12 and that the Authority shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of clause 12.

13 FREEDOM OF INFORMATION

13.1 The Framework Provider acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

13.2 The Framework Provider shall and shall procure that any Sub-Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information:

13.2.1 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and

13.2.2 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA and/or regulation 5 of the Environmental Information Regulations.

13.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any Call-Off Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.

13.4 In no event shall the Framework Provider respond directly to a Request for Information unless expressly authorised to do so by the Authority.

13.5 The Framework Provider acknowledges that (notwithstanding the provisions of clause 12 (Confidential Information) and subject to any pertaining national security considerations) the Authority may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Framework Provider or the Services in certain circumstances:

13.5.1 without consulting the Framework Provider; or

13.5.2 following consultation with the Framework Provider and having taken its views into account;

provided always that where clause 13.5.1 applies the Authority shall, in accordance with any recommendations of the Codes of Practice under the FOIA or the Environmental Information Regulations, take reasonable steps, where appropriate, to give the Framework Provider advance notice, or failing that, to draw the disclosure to the Framework Provider's attention after any such disclosure.

13.6 The Framework Provider shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

13.7 The Framework Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Authority may be obliged to disclose it in accordance with this clause 3.

13.8 The Authority shall not be liable for any loss, damage, harm or other detriment suffered by the Framework Provider arising from the disclosure of any Information falling within the scope of the FOIA and/or the Environmental Information Regulations.

14 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

14.1 Without prejudice to the Authority's obligations under the FOIA, the Environmental Information Regulations or any obligations under the Public Contracts Regulations 2015 (as amended), or any policy requirements as to transparency, the Framework Provider shall not make any press announcement or publicise the Framework Agreement or any Call-Off Contract or any part thereof in any way, except with the prior written consent of the Authority.

14.2 The exception to clause 14.1 is that the Authority is tasked with publicising the Framework Agreement to government and critical national infrastructure partners.

14.3 The Framework Provider agrees that monetary damages would not be a sufficient remedy for breach of clause

14.1 and that the Authority shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of clause 14.1.

14.4 The Framework Provider shall use its best endeavours to ensure that its Staff, professional advisors and consultants comply with clause 14.

14.5 The Framework Provider shall at all times during the Framework Agreement on written demand indemnify the Authority and keep the Authority fully indemnified against all losses, incurred by, awarded against or agreed to be paid by the Framework Provider arising out of any claim or infringement or alleged infringement resulting from the Framework Provider's unauthorised use of the Authority's logo.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, images, videos or other material which is:

15.1.1 furnished to or made available to the Framework Provider by or on behalf of the Authority;

15.1.2 prepared by or for the Framework Provider on behalf of the Authority for use, or intended use, in relation to the performance by the Framework Provider of its obligations under the Framework Agreement or any Call-Off Contract; or

15.1.3 the result of any work done by the Framework Provider, the Staff or any Sub- Contractor in relation to the provision of the Services including any images and videos prepared in accordance with paragraph 3 of Schedule 2 (together with 15.1.1 and 15.1.2 above, the "**IP Materials**"),

shall vest in the Authority (save for Copyright and Database Rights) and the Framework Provider shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without prior Approval save to the extent necessary for performance by the Framework Provider of its obligations under the Framework Agreement or any Call-Off Contract.

15.2 The Framework Provider hereby assigns:

15.2.1 to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clause 15.1.2 and

15.1.3. This assignment shall take effect on the date of the Framework Agreement or (in the case of rights arising after the date of the Call-Off Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Framework Provider.

15.2.2 to her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clause 15.1.2 and 15.1.3.

15.2.3 and shall execute all documentation and do all acts as are necessary to execute this assignment.

15.3 The Framework Provider shall waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Framework Agreement or any Call-Off Contract or the performance of its obligations under the Framework Agreement or any Call-Off Contract.

15.4 The Framework Provider shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Framework Agreement or any Call-Off Contract grants to the Authority and the

Customers a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority and Customers an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same manner. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority and Customers to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Framework Provider or to any other third party supplying services to the Authority.

15.5 The Framework Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Framework Provider shall, during and after the term of the Framework Agreement, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause 15.5, except to the extent that any such claim results directly from:

15.5.1 items or materials based upon designs supplied by the Authority; or

15.5.2 the use of data supplied by the Authority which is not required to be verified by the Framework Provider under any provision of the Framework Agreement or any Call-Off Contract.

15.6 The Authority shall notify the Framework Provider in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Framework Provider to the Authority.

15.7 The Framework Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority or the Framework Provider) arising from the performance of the Framework Provider's obligations under the Framework Agreement or the Call-Off Contract ("**Third Party IP Claim**"), provided that the Framework Provider shall at all times:

15.7.1 consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;

15.7.2 take due and proper account of the interests of the Authority; and

15.7.3 not settle or compromise any claim without prior Approval (not to be unreasonably withheld or delayed).

15.8 The Authority shall at the request of the Framework Provider afford to the Framework Provider all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Framework Provider shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Framework Provider shall not be required to indemnify the Authority under this clause 15.8 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clause 15.5.1 or 15.5.2.

15.9 The Authority shall not, without the Framework Provider's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

15.10 If any Third Party IP Claim is made or in the reasonable opinion of the Framework Provider is likely to be made, the Framework Provider shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clause 15.4 use its best endeavours to:

15.10.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

15.10.2 procure a licence to use the Intellectual Property Right(s) and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

15.10.3 and in the event that the Framework Provider is unable to comply with clauses 15.10.1 or 15.10.2 within twenty (20) Working Days of receipt by the Authority of the Framework Provider's notification the Authority may terminate the Framework Agreement with immediate effect by notice.

15.11 The Framework Provider grants to the Authority a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Framework Provider owned or developed prior to the Framework Commencement Date and which the Authority reasonably requires in order to exercise its rights under, and receive the benefit of, the Framework Agreement (including, without limitation, the Services).

16 AUDIT

16.1 The Framework Provider shall keep and maintain until six (6) years after the end of the term of the Framework Agreement, or as long a period as may be agreed between the parties, full and accurate records of its Call-Off Contracts including the Services supplied under it, all expenditure made by the Authority and any Customer, and all payments made by the Authority and any Customer. The Framework Provider shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Framework Agreement and any Call-Off Contracts.

16.2 The Framework Provider agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Framework Provider in relation to the Services.

16.3 The Framework Provider shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Framework Provider's records and documents relating to the Framework Provider and to provide such copies and oral or written explanations as may reasonably be required.

16.4 The Framework Provider (and its agents) shall permit the Comptroller and Auditor General (and their appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Framework Provider shall provide such explanations as are reasonably required for these purposes.

17 LIABILITY, INDEMNITY AND

INSURANCE Unlimited Liability

17.1 Neither the Framework Provider or the Authority excludes or limits liability to each other for:

17.1.1 death or personal injury caused by its negligence; or

17.1.2 fraud; or

17.1.3 fraudulent misrepresentation; or

17.1.4 Schedule 9; or

17.1.5 any liability to the extent it cannot be limited or excluded by Law; or

17.1.6 any breach of any obligations implied by Part II of the Supply of Goods and Services Act 1982.

17.2 The Framework Provider's total aggregate liability in respect of the indemnities in:

17.2.1 Clause 14. (Publicity, Media and Official Enquiries);

17.2.2 Clause 15.5 (Intellectual Property Rights);

17.2.3 Clause 15.8 (Intellectual Property Rights); and

17.2.4 Clause 25 (Retendering and Handover), shall be unlimited.

Consequential Loss

17.3 Subject always to clauses 0 and 17.2 (Unlimited Liability), in no event shall either the Authority or the Framework Provider be liable to the other for any:

17.3.1 loss of profits, turnover, business opportunities, revenue or damage to goodwill (in each case

whether direct or indirect; and/or

17.3.2 indirect, special or consequential loss or damage.

Limit on Liability

17.4 Subject to clauses 17.1 and 17.2 (Unlimited Liability), clause 17.3 (Consequential Loss), clause 17.6 and clause

17.7 in respect of this Framework Agreement each Party's aggregate liability arising under or in connection with this Framework Agreement in each Contract Year shall be limited to £100,000 (one hundred thousand pounds sterling).

17.5 The Parties agree that clauses 0 to 17.7 shall not limit the Authority's and the Framework Provider's liability under the Call-Off Contract.

17.6 The Framework Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Framework Agreement.

17.7 The Authority may recover from the Framework Provider the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Framework Provider:

17.7.1 additional operational, administrative costs and/or 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;

17.7.2 any wasted expenditure or charges;

17.7.3 the additional costs of procuring a Replacement Supplier for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;

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

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

Insurance

17.8 Unless otherwise specified by the Authority in the Order Form, the Framework Provider shall, with effect from the Framework Commencement Date for such period as necessary to enable the Framework Provider to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing cover of not less than:

17.8.1 two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per

annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, in respect of the accidental death or bodily injury to or sickness, illness or disease contracted by any person arising out of or in connection with the provision of the Services and in connection with this Framework Agreement;

- 17.8.2 two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, in respect of accidental loss of or damage to property arising out of or in connection with the provision of the Services and in connection with this Framework Agreement;
- 17.8.3 two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services;
- 17.8.4 five million pounds sterling (£5,000,000) in respect of employers' liability insurance or such higher limit as required by law from time to time.

Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Framework Provider. Such insurance shall be maintained for the duration of the Framework Agreement and for a minimum of six (6) years following the expiration or earlier termination of the Framework Agreement.

- 17.9 The Framework Provider shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.
- 17.10 The Framework Provider shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 17.11 If, for whatever reason, the Framework Provider fails to give effect to and maintain the insurances required by the provisions of the Framework Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Framework Provider.
- 17.12 The provisions of any insurance or the amount of cover shall not relieve the Framework Provider of any liabilities under the Framework Agreement.
- 17.13 The Framework Provider shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Framework Provider, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Framework Provider is an insured, a co- insured or additional insured person.

18 TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

- 18.1 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and

without compensation to the Framework Provider where the Framework Provider is a company and in respect of the Framework Provider:

- 18.1.1 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; or
 - 18.1.2 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); or
 - 18.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or 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; or
 - 18.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 18.1.5 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; or
 - 18.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 18.1.7 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
 - 18.1.8 any event similar to those listed in 18.1.1-18.1.8 occurs under the law of any other jurisdiction.
- 18.2 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Framework Provider where the Framework Provider is an individual and:
- 18.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Framework Provider's creditors; or
 - 18.2.2 a petition is presented and not dismissed within fourteen (14) Working Days or order made for the Framework Provider's bankruptcy; or
 - 18.2.3 a receiver, or similar officer is appointed over the whole or any part of the Framework Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of its assets; or
 - 18.2.4 the Framework Provider is unable to pay its debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - 18.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any

part of the Framework Provider's assets and such attachment or process is not discharged within fourteen (14) Working Days; or

18.2.6 they die or are adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or

18.2.7 they suspend or cease, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

18.2.8 any event similar to those listed in 18.2.1- 18.2.7 occurs under the law of any other jurisdiction.

18.3 The Framework Provider shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Framework Provider undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act

1988 ("**Change of Control**"). The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Framework Provider within six (6) Months of:

18.3.1 being notified that a Change of Control has occurred; or

18.3.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

18.4 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Framework Provider where the Framework Provider is a partnership and:

18.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

18.4.2 it is for any reason dissolved; or

18.4.2.1 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or

18.4.2.2 a receiver, or similar officer is appointed over the whole or any part of its assets; or

18.4.2.3 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

18.4.2.4 any of the following occurs in relation to any of its partners:

18.4.2.4.1 an application for an interim order is made pursuant to sections 252-253 of

the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

18.4.2.4.2 a petition is presented for its bankruptcy; or

18.4.2.4.3 a receiver, or similar officer is appointed over the whole or any part of its assets; or

18.4.2.4.4 any event similar to those listed in clauses 18.4.1- 18.4.2.2 occurs under the law of any other jurisdiction.

18.5 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Framework Provider where the Framework Provider is a limited liability partnership and:

18.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

18.5.2 it is for any reason dissolved; or

18.5.3 an application 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 within Part II of the Insolvency Act 1986; or

18.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or

18.5.5 a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or

18.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or

18.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

18.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

18.5.9 any event similar to those listed in clauses 18.5.1- 18.5.8 occurs under the law of any other jurisdiction.

18.6 References to the Insolvency Act 1986 in clause 18.5 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

19 TERMINATION ON DEFAULT

19.1 The Authority may terminate the Framework Agreement by written notice to the Framework Provider with immediate effect if:

19.1.1 the Framework Provider commits a Default which is a material breach of the Framework Agreement and the Framework Provider fails to comply with a remedial action plan specified by the Authority within thirty (30) Working Days, of agreement or such other period as may be specified by the Authority; or

19.1.2 the Framework Provider commits a Default (other than a material breach) and has not remedied the Default to the satisfaction of the Authority within twenty-five (25) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or

19.1.3 the Framework Provider commits a Default which is a material breach of the Framework Agreement and is not, in the opinion of the Authority, capable of remedy;

19.1.4 where there is a material detrimental change in the financial standing and/or credit rating of the Framework Provider which adversely impacts on the Framework Provider's ability to supply Services under the Framework Agreement and any Call- Off Contract; or

19.1.5 where there has been any breach by the Framework Provider of any of its confidentiality obligations under clause 12 Confidential Information; or

19.1.6 where there has been any breach by the Framework Provider of any of its obligations under clause 11 Official Secrets Act 1911 to 1989, Section 182 of the Finance Act 1989; or

19.1.7 where a Call-Off Contract between the Customer and the Framework Provider/Supplier has been terminated.

19.2 In the event that through any Default of the Framework Provider, data transmitted or processed in connection with the Framework Agreement is either lost or sufficiently degraded as to be unusable, the Framework Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

19.3 If the Authority fails to pay the Framework Provider undisputed sums of money when due, the Framework Provider shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Framework Provider may terminate the Framework Agreement in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause 24 or to a Force Majeure Event.

20 TERMINATION UNDER THE PUBLIC CONTRACTS REGULATIONS 2015

20.1 The Authority may terminate the Framework Agreement on written notice with immediate effect to the

Framework Provider if:

- 20.1.1 the Framework Agreement has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations 2015;
- 20.1.2 the Framework Provider was, at the time the Framework Agreement was awarded, in one of the situations specified in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Framework Agreement; or
- 20.1.3 the Framework Agreement should not have been awarded to the Framework Provider in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union; or
- 20.1.4 the Framework Provider has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

21 TERMINATION BY THE AUTHORITY

- 21.1 In addition to any other rights to terminate under this Framework Agreement the Authority has the right to terminate this Framework Agreement at any time without cause by giving three (3) months written notice to the Framework Provider.

22 SUSPENSION

- 22.1 Without prejudice to the right of the Authority to terminate the Framework Agreement pursuant to clause 19, where such a right has arisen, the Authority may instead suspend the Framework Provider's appointment to supply Services to Contracting Authorities in any or all of the Framework Provider's Lots by giving notice in writing to the Framework Provider.
- 22.2 A notice given to a Framework Provider pursuant to clause 22.1 must specify the period of suspension.

23 TERMINATION GENERALLY

- 23.1 Call-Off Contracts do not expire automatically on the termination or expiry of this Framework Agreement and will continue in force unless and until they are terminated or expire in accordance with the Call-Off Contract.
- 23.2 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.

24 RECOVERY UPON TERMINATION

- 24.1 On the termination of the Framework Agreement for any reason, the Framework Provider shall at its cost:
 - 24.1.1 immediately return to the Authority or destroy, upon the Authority's written instruction, all

Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

24.1.2 Immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Framework Provider. Such property shall be handed back in good working order;

24.1.3 Immediately vacate any Authority Premises occupied by the Framework Provider;

24.1.4 assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Framework Provider and/or the completion of any work in progress; and

24.1.5 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Framework Provider to conduct due diligence.

24.2 If the Framework Provider fails to comply with clause 24, the Authority may recover possession thereof and the Framework Provider grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Framework Provider or its permitted suppliers or Sub-Contractors where any such items may be held.

25 RETENDERING AND HANDOVER

25.1 Within twenty-one (21) Working Days of being so requested by the Authority, the Framework Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

25.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause 25.1 is given only to potential Framework Providers who have qualified to tender for the future provision of the Services.

25.3 The Authority shall require that all potential Framework Providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority, and that they shall not use it for any other purpose.

25.4 The Framework Provider shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Framework Provider is required to provide under clause 25.1.

25.5 The Framework Provider shall allow access to the Premises, in the presence of the Authorised Customer Representative, to any person representing any potential Framework Provider whom the Authority has selected

to tender for the future provision of Services.

25.6 For the purposes of access to the Premises in accordance with Clause 25.5, where the Premises is on the Framework Provider's premises, the Authority shall give the Framework Provider seven (7) Working Days' notice of a proposed visit together with a list showing the names of all persons who will be attending those premises. Their attendance shall be subject to compliance with the Framework Provider's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

25.7 The Framework Provider shall co-operate fully with the Authority during the handover arising from the completion or earlier termination of the Framework Agreement. This co-operation, during the period of the new Framework Provider setting up operations, shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

25.8 Within ten (10) Working Days of being so requested by the Authority, the Framework Provider shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

26 EXIT MANAGEMENT

26.1 Upon termination the Framework Provider shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Framework Provider of the Services in accordance with the following procedure set out in clause 27 (Exit Procedures).

27 EXIT PROCEDURES

27.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Framework Agreement, either by performing them itself or by engaging a third party to perform them, the Framework Provider shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

28 KNOWLEDGE RETENTION

28.1 The Framework Provider shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Framework Provider to the Authority on the completion or earlier termination of the Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Framework Provider shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Framework Provider shall comply with the Authority's request for information no later than fifteen (15) Working Days from the date that that request was made.

29 COLLABORATION

- 29.1 The Framework Provider shall co-operate with a number of different organisations in accordance with Schedule 12 as a Collaboration Partner. The Framework Provider shall work closely with a range of organisations both during recovery operations following an incident and during their capability assurance work with the Authority and other contracting authorities.
- 29.2 The Framework Provider shall participate in an assurance programme for the Framework Agreement. The Framework Provider must annually for each lot complete a case study (including report writing and/or practical evaluation) and site visits, as well as training, workshops, evaluations and meetings free of charge.

30 RELATIONSHIP OF THE PARTIES

- 30.1 Except as expressly provided in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Authority and the Framework Provider 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.

31 STATUTORY REQUIREMENTS

- 31.1 The Framework Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement. The Framework Provider warrants and represents that, from the commencement date of the Framework Agreement it shall have all necessary licences, authorisations, consents or permits and shall be fully compliant with all applicable law in supplying the Services.

32 TRANSFER AND SUB-CONTRACTING

- 32.1 The Framework Agreement is personal to the Framework Provider and the Framework Provider shall not
- 32.1.1 assign, novate or otherwise dispose of the Framework Agreement in whole or in part without the Approval of the Authority;
 - 32.1.2 be entitled to sub-contract any of its rights or obligations under the Framework Agreement without the Approval of the Authority.
- 32.2 The Authority is entitled to assign, novate or otherwise dispose of:
- 32.2.1 its right and obligations under the Framework Agreement or any part thereof to any other Contracting Authority; or
 - 32.2.2 the Framework Agreement to any other body (including any private sector body) which

substantially performs any of the functions that previously had been performed by the Authority

32.2.3 provided that such assignment, novation or disposal does not increase the burden of the Framework Provider's obligations under the Framework Agreement.

33 VARIATIONS TO THE FRAMEWORK AGREEMENT

33.1 Subject to the provisions of this clause 33 and, in respect of any change to the Pricing Matrix, subject to the provisions of clause 10 of the Framework Agreement, the Authority may request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Public Contracts Regulations 2015 and the law.

33.2 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 Framework Provider, request a Variation by completing and sending the Change Control Notice as set out in Schedule 15 to the Framework Provider, giving sufficient information for the Framework Provider to assess the extent of the proposed Variation and any additional cost that may be incurred.

33.3 In the event that the Framework Provider is unable to agree to or provide the Variation, the Authority may:

33.3.1 allow the Framework Provider to fulfil its obligations under this Framework Agreement without the Variation; or

33.3.2 terminate this Framework Agreement with immediate effect, except where the Framework Provider has already delivered all or part of the Services or where the Framework Provider can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in Clause 36.

33.4 The Variations shall cover:

33.4.1 operational changes, which may require a variation to the way in which Services are provided, but do not require a variation to this Framework Agreement;

33.4.2 agreement changes, which may require a variation to the Framework Agreement.

34 RIGHTS OF THIRD PARTIES

34.1 Subject to clause 35.1, a person who is not a party to the Framework Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both parties to this Framework Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

34.2 Each Contracting Authority may, with the Authority's prior written consent, enforce any provisions of this Framework Agreement which is for the benefit of the Contracting Authority as a third party beneficiary in

accordance with the Contracts (Rights of Third Parties) Act 1999.

35 ENTIRE AGREEMENT

35.1 This Framework Agreement constitutes the entire agreement and understanding between the parties to this Framework Agreement in respect of the matters dealt with in this Framework Agreement. This Framework Agreement supersedes all prior negotiations between the Authority and the Framework Provider and all representations and undertakings made by one party to the other, whether written or oral, except that this clause does not exclude liability in respect of any fraud or fraudulent misrepresentation.

36 DISPUTES

36.1 The Framework Provider and the Authority shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Framework Agreement within twenty (20) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Framework Provider and the Authority's commercial director.

36.2 Nothing in this dispute resolution procedure shall prevent the Authority from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

36.3 If the dispute cannot be resolved by the Framework Provider and the Authority pursuant to clause 38.1 the parties shall refer it to mediation pursuant to the procedure set out in clause 36.5.

36.4 The obligations of the parties under the Framework Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Framework Provider and the Staff shall comply fully with the requirements of the Framework Agreement at all times.

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

36.5.1 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 or if the Mediator agreed upon is unable or unwilling to act, either 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 either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

36.5.2 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. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

36.5.3 Unless otherwise agreed, 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.

36.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the parties once it is signed by their duly authorised representatives.

36.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Framework Agreement without the prior written consent of both parties.

36.5.6 If the parties fail to reach agreement in the structured negotiations within sixty (60) 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 unless the dispute is referred to arbitration pursuant to the procedures set out in clause 36.6.

36.6 Subject to clause 37.2, the parties to this Framework Agreement shall not institute court proceedings until the procedures set out in clauses 37.1 and 37.3 have been completed save that:

36.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Framework Provider requiring the dispute to be referred to and resolved by arbitration in accordance with clause 0.

36.6.2 If the Framework Provider intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) Working Days following receipt of such notice to serve a reply on the Framework Provider requiring the dispute to be referred to and resolved by arbitration in accordance with clause 36.7.

36.6.3 The Framework Provider may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 38.7, to which the Authority may consent as it sees fit.

36.7 In the event that any arbitration proceedings are commenced pursuant to clause 36.6:

36.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;

36.7.2 the Authority shall give a written notice of arbitration to the Framework Provider (the “**Arbitration Notice**”) stating:

36.7.2.1 that the dispute is referred to arbitration; and

36.7.2.2 providing details of the issues to be resolved;

36.7.3 the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 38.7(b) shall be applied and are deemed to be incorporated by reference to the 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;

36.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the parties;

36.7.5 if the parties fail to agree the appointment of the arbitrator within ten (10) Working Days of the Arbitration Notice being issued by the Authority under clause 36.7(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

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

36.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

37 NOTICES

37.1 Subject to Clause 38.3, where the Framework Agreement states that a notice or communication between the Parties must be 'written' or 'in writing', it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery).

37.2 If it is not returned as undelivered, a notice served:

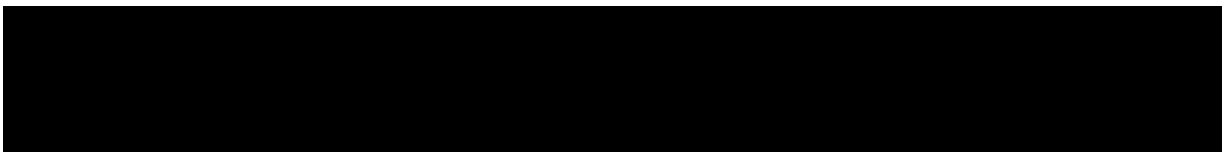
37.2.1 in a letter is deemed to have been received 2 Working Days after the day it was sent; and

37.2.2 in an email is deemed to have been received 4 hours after the time it was sent, provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is earlier.

37.3 Notices pursuant to Clause 37 or to terminate the Framework Agreement or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

37.4 For the purposes of clauses 38.2 and 38.3, the address of each party shall be as stated below:



37.5 Either party may change its address for service by serving a notice in accordance with this clause.

38 KEY PERSONNEL

38.1 On the Framework Commencement Date, the Framework Provider shall provide the Authority with the contact details of its nominated representative who is to receive an order for Services together with details of an alternative in case that representative is unavailable, and details of Key Personnel identified as part of its Tender. It is the responsibility of the Framework Provider to ensure that the Authority is notified of any changes to its nominated representative (and these representatives shall be included as Key Personnel for the purposes

of this Framework Agreement).

38.2 The Framework Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority and other Contracting Authorities.

38.3 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

38.4 Any replacements to the Key Personnel shall be subject to the Approval of the Authority. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

38.5 The Authority shall not unreasonably withhold its agreement under clause 39.1. Such agreement shall be conditional on appropriate arrangements being made by the Framework Provider to minimise any adverse impact on any Call-Off Contract which could be caused by a change in Key Personnel.

38.6 The Authority may, by notice to the Framework Provider, ask the Framework Provider to remove any Key Personnel whose continued presence would, in the reasonable opinion of the Authority be undesirable. The Framework Provider shall comply with any such request immediately.

39 GOVERNING LAW

39.1 The Framework Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Authority to take proceedings against the Framework Provider in any

other court of competent jurisdiction, nor shall the taking of proceedings in any other court of competent jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

40 HUMAN RIGHTS

40.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority expects the Supplier to share this commitment and to understand any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online at: <https://www.ilo.org/global/standards/lang--en/index.htm>.

The Supplier must ensure that it and its sub-contractors and its (or their) supply chain:

40.1.1 pay staff fair wages and pays its staff in the UK not less than the Real Living Wage Rates as set by the Living Wage Foundation which can be found online at <https://www.livingwage.org.uk/what-real-living-wage>; and

40.1.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

40.2 Human Right - Modern Slavery, Child Labour, Inhumane Treatment

The Supplier must ensure its Supplier Staff and its sub-contractors and its (or their) supply chain comply with the provisions of the Modern Slavery Act 2015. The Supplier throughout the Term:

40.2.1 shall not use, nor allow its sub-contractors and its (or their) supply chain to use forced, bonded or involuntary prison labour;

40.2.2 shall not require any Supplier Staff to lodge deposits or identity papers with the Employer and shall be free to leave their employer after reasonable notice;

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

40.2.4 warrants and represents 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;

40.2.5 shall make reasonable enquires to ensure that the Supplier Staff, its sub-contractors, and their supply chain have not been convicted of slavery or human trafficking offenses anywhere around the world;

40.2.6 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 sub-contractors' anti-slavery and human trafficking provisions;

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

40.2.8 shall not use, nor allow its subcontractors or its or their Supplier Staff 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 sub-contractors;

40.2.9 shall not use or allow child or slave labour to be used by its sub-contractors; and its [or their] supply chain

40.2.10 shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors and its (or their) supply chain to the Authority at the earliest opportunity.

40.2.11 shall remedy or work with their subcontractors to remedy any labour abuses uncovered in operations or supply chains. They should submit, agree and deliver an action plan to remedy any modern slavery issues.

41 EQUALITY, DIVERSITY, & INCLUSION (EDI)

41.1 The Supplier will support the Authority to achieve its Public Sector Equality Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff and its subcontractors in the delivery of its obligations under this Contract:

41.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010.

41.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities.

41.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

41.1.4 advances equality of opportunity between people who share a protected characteristic and those

who do not; and

41.1.5 fosters good relations between people who share a protected characteristic and people who do not share it.

41.1.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract.

41.1.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract;

40.1 The Supplier is responsible for;

41.2.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and

41.2.2 how it creates and maintains a diverse workforce

41.3 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

42 SUSTAINABILITY

42.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements

42.2 The Supplier shall ensure that any Goods, Services or works are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with legislation.

42.3 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract. We expect third party certification from a UKAS approved accreditation body (Or its equivalent).

42.4 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract and when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:

42.4.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments.

42.4.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced; minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

42.4.3 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments

42.4.4 look to enhance the natural environment and connect communities with it

43 COUNTERPARTS AND EXECUTION

43.1 This Framework Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

41.1 Each party agrees to sign this Agreement by electronic signature (whatever form the electronic signature

takes) and that this method of signature is as conclusive of each party's intention to be bound by this Agreement as if signed by each party's manuscript signature.

FRAMEWORK AGREEMENT SCHEDULE 1

DEFINITIONS

1. In this Framework Agreement and the Call-Off Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:

“Affiliate”	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 with, that body corporate from time to time.
“Approval”	means the written consent of the Authority or any Customer.
“Authority”	means the Secretary of State for Environment, Food and Rural Affairs.
	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, and which are:
“Authority Data”	(i) supplied to the Supplier by or on behalf of the Customer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Call-Off Contract; or (b) any Personal Data for which the Authority or any Customer is the Data Controller.
“Authority Premises”	Means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services
“Authority Software”	means software which is owned by or licensed to the Authority or any Customer, including software which is or will be used by the Supplier for the purposes of providing the Services but excluding the Supplier Software.
“Authority System”	means the Authority or Customers' computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority, any Customer or the Supplier in connection with the Framework Agreement or any Call-Off Contract which is owned by or licensed to the Authority or any Customer by a third party and which interfaces with the Supplier System or which is necessary for any Customer to receive the Services.
“Award Criteria”	means the award criteria set out in Schedule 6 to this Framework Agreement, to be applied for the award of Call-Off Contracts.

“BPSS”

means the recognised standard for HMG for staff vetting which comprises verification of (1) identity, (2) employment history, (3) nationality and immigration status (including the right to work), and Criminal Records Bureau check (including a five (5) year address

history check). Key Personnel may, at the Authority's or any Customer's direction, be required to have security clearance to an agreed level.

"Call-Off Contract"

means the written agreement between a Customer and the Supplier consisting of the Order Form, the Call-Off Terms and Conditions, together with any schedules hereto.

"Call-Off Terms and Conditions"

means the standard terms and conditions of the Call-Off Contract as set out in Schedule 5.

"Change Control Notice"/"CCN"

means the Change Control Notice set out in Schedule 15 containing details of agreed Variations to the Framework Agreement or a Call-Off Contract.

"Commencement Date"

means the date set out in the Order Form upon which the Call-Off Contract commences.

means the information listed in or accompanying or attached to the Order Form comprised of information:

"Commercially Sensitive Information"

- (a) which is provided by the Supplier to the Customer in confidence for the period set out in the Order Form; or
- (b) any information that would be regarded as commercially sensitive by a reasonable business person relating to:
 - (i) the business, affairs, plans of the Customer; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Customer.

"Completion Date"

means the date of expiry of the Call-Of Contract set out in clause A4.1 (Initial Contract Period) of the Call-Off Contract.

means any information which has been designated as confidential by the disclosing party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of the disclosing party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

"Confidential Information"

- (a) was public knowledge at the time of disclosure (otherwise than by breach of clause E4 (Confidential Information));
- (b) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

In the event of any conflict between any of these documents, they shall be given precedence in the order listed.

**“Contracting Authority/
Authorities”**

means the Authority and any other contracting bodies described in the Tender Notice.

Contract Manager”

means the official of a Contracting Authority, or other person employed in that capacity, appointed by a Contracting Authority to act on its behalf for the purpose of managing its Call-Off Contract.

means in any Call-Off Contract the period from the Commencement Date to:

“Contract Period”

- (a) the date of expiry set out in clause A4 (Contract Period), or
- (b) following an extension pursuant to clause F8 (Extension of Contract Period), the date of expiry of the extended period, or
- (c) such earlier date of termination or partial termination of the Call-Off Contract in accordance with the Law or the provisions of the Call-Off Contract.

“Contract Price”

means the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under any Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract.

Contract Year”

means a consecutive period of twelve (12) months commencing on the Framework Commencement Date or each anniversary thereof.

“Control”

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.

“Controller”

has the meaning given to it in the GDPR.

“Copyright”

means as it is defined in s1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown”

means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “Crown Body” is an emanation of the foregoing.

“Customer”

means the Contracting Authority identified in the Order Form.

“Data Loss Event”

means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the Call-Off Contract, and/or actual or potential loss and/or

destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.

**“Data Protection
Impact Assessment”**

means any assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**“Data Protection
Legislation”**

means (i) GDPR, the LED and any applicable national implementing Laws as amended from time to time, (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy, and (iii) all applicable Laws about the processing of Personal Data and privacy.

**“Data Protection
Officer”**

has the meaning given to it in the GDPR.

“Data Subject”

has the meaning given to it in the GDPR.

**“Data Subject
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.

“Database Rights”

means as rights in databases are defined in s.3A of Part 1, Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default”

means any breach of the obligations of the relevant party (including abandonment of the Call-Off Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant party or the Staff in connection with or in relation to the subject-matter of the Framework Agreement or Call-Off Contract and in respect of which such party is liable to the other.

“DOTAS”

means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to National Insurance Contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA”

means the Data Protection Act 2018 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.

**“Environmental
Information
Regulations”**

means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Equipment”	means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under any Call-Off Contract.
“FOIA”	means the Freedom of Information Act 2000 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.
“Force Majeure Event”	means any event outside the reasonable control of either party affecting its performance of its obligations under the Call-Off Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or any other failure in the Supplier’s supply chain.
“Framework Agreement”	means the framework agreement for the provision of the Services between the Framework Provider and the Authority, together with any schedules, annexes and appendices appended to the foregoing.
“Framework Commencement Date”	means the date of commencement of the Framework Agreement as set out in clause 2.1 of Section 2 of the Framework Agreement.
“Framework Provider(s)”	means the provider(s) appointed as framework provider(s) under the Framework Agreement.
“Fraud”	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679
“General Anti-Abuse Rule”	means the legislation in Part 5 of the Finance Act 2013, or any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance Contributions
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMG Security Policy Framework”	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division) as updated from time to time, the link for which is detailed in Schedule 9, Appendix 2 of the Framework Agreement.
“ICT Environment”	means the Authority System and the Supplier System.
“Information”	has the meaning given under section 84 of the FOIA.
“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“IP Materials”	has the meaning given to it in clause 15.1 of the Framework Agreement and clause E7.1 (Intellectual Property Rights) of the Call-Off Contract.
“Key Personnel”	means those persons named in the Order Form and/or the Schedule 8 Key Personnel Schedule as being key personnel.
“Know-How”	means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).
“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, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Framework Provider/ Supplier is bound to comply.
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680).
“Lot” or “Lots”	means the lot(s) in respect of which Services may be ordered from the Framework Provider and which are described in Schedule 2 to this Framework Agreement.
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Management Information”	means the management information specified in Schedule 7.
“Mini- competition”	means the award of a Call Off Contract by re-opening competition between the Framework Providers appointed to the Framework Agreement and which are capable of performing the proposed Call-Off Contract.
“Month”	means calendar month.
“Occasion of Tax Non-Compliance”	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a 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 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 the Relevant Tax Authority under the DOTAS or any equivalent or similar regime, and/or <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.</p>
“Order Form”	<p>means the document a Customer will send to the Framework Provider/Supplier setting out the details of the Services it requires from the Framework Provider/Supplier in the form set out in Schedule 4 to this Framework Agreement.</p> <p>means</p> <ul style="list-style-type: none"> (a) if the term is used within Section 2 Standard Terms and Conditions of Framework Agreement, any party to the Framework Agreement and (b) if the term is used within a Call-Off Contract, any party to a Call- Off Contract.
“Party”	
“Personal Data”	has the meaning given to it in the GDPR.
“Personal Data Breach”	has the meaning given to it in the GDPR.
“Premises”	means the location where the Services are to be supplied, as set out in the Order Form.
“Pricing Matrix”	means the pricing matrices set out in Schedule 3 to this Framework Agreement.
“Prohibited Act”	means any of the following which constitute prohibited acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or Contracting Authority a financial or other financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) 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;
- (c) Fraud;
- (d) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts
 - (iii) at common law concerning fraudulent acts relating to the Framework Agreement or any other contract with a Contracting Authority; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud a Contracting Authority.
- (e) Any activity, practice or conduct which could constitute one of the offences listed under (d) above if such activity, practice or conduct has been carried out in the UK.

“Property”

means the property, other than real property, issued or made available to the Supplier by the Customer in connection with any 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 the such measures adopted by it including those outlined in Schedule 18.

“Purchase Order”

means the document in which the Customer specifies the Services which are to be supplied by the Supplier under the Call-Off Contract.

“Quality Standards”

means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (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, and as may be further detailed in the Order Form.

“Receipt”	means the physical or electronic arrival of the invoice at the address of the Customer detailed at clause A5.4 (Notices) of the Call-Off Contract or at any other address given by the Customer to the Supplier for the submission of invoices.
“Regulations”	means the Public Contract Regulations 2015 (SI 2015/102).
“Regulatory Bodies”	means those government departments and 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 the Call-Off Contract or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly.
“Relevant Conviction”	means a conviction that is relevant to the nature of the Services or as listed by the Customer and/or relevant to the work of the Customer.
“Relevant Requirements”	means all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
“Relevant Tax Authority”	means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
“Replacement Supplier”/ “Replacement Framework Provider”	means any third party service provider appointed by the Authority or a Customer to supply any services which are substantially similar to any of the Services and which the Contracting Authority receives in substitution for any of the Services following the expiry, termination or partial termination of a Call-Off Contract.
“Request for Information”	means a request for information under the FOIA or the Environmental Information Regulations.
“Returning Employees”	means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.
“Services”	means, in relation to the Framework Agreement, the services described in the Specification, and in relation to a Call-Off Contract, means those services within the scope of services set out in Schedule 2 to this Framework Agreement which are set out in an Order Form and which the Framework Provider is required to carry out under a Call-Off Contract for a Contracting Authority/Customer.
“Specification”	means the specification, performance measurements, requirements and targets set out in Schedule 2.
“Staff”	means all persons employed by the Framework Provider/Supplier to perform its obligations under the Framework Agreement/Call-Off Contract together with the

Framework Provider's/Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Framework Agreement/Call-Off Contract.

"Staff Vetting Procedure"

means the Authority's procedures as detailed in Schedule 14 Staff Security Vetting Procedures for the vetting of personnel to the HMG standard of BPSS who have access to any of the Authority or Customer's Premises, the Authority or Customer's IT systems, or whose role will involve the handling of any data, information (including personal data as defined in the DPA and/or data to which any security classification has been applied), or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Acts 1911- 1989 and as advised by the Authority or a Customer to the Supplier. Selected Key Personnel will be required to undergo additional security clearance under the Call-Off Contract.

"Sub-Contract"

means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Framework Agreement or Call-Off Contract, and "Sub-Contractor" shall be construed accordingly.

"Sub-Processor"

means any third party appointed to process Personal Data on behalf of the Supplier related to the Framework Agreement or Call-Off Contract.

"Supplier"

means the person, firm or company with whom the Authority or any Contracting Authority enters into the Call-Off Contract as identified in the Order Form.

"Supplier's Representative"

means any competent person appointed by the Supplier to be his representative in relation to the performance of any Call-Off Contract who will receive and act on any directions given by the Contract Manager.

"Supplier Software"

means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is specified as such in the Order Form.

"Supplier System"

means the information and communications technology system used by the Supplier in performing the Services including the Software, the Supplier Equipment and related cabling (but excluding the Authority System).

"Tender"

means the document(s) submitted by the Framework Provider to the Authority in response to the Authority's invitation to suppliers for formal offers to supply it and other Contracting Authorities with the Services as set out in Schedule 16.

"Tender Notice"

means the contract notice itt_8668 published in Bravo Solutions.

"Third Party IP Claim"

has the meaning given to it in clause 15.7 of the Framework Agreement and clause E7.7 of the Call-Off Contract.

“Third Party Software”	means software which is proprietary to any third party which is or will be used by the Supplier for the purposes of providing the Services other than software which is an Authority Software.
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
“TUPE Information”	means the information to be provided to the Authority by the Supplier pursuant to Clause B11.1 of the Call-Off Contract.
“Valid Invoice”	means an invoice containing the detailed information set out in clause C2 (Payment and VAT).
“Variation”	means any amendment of or change to the Framework Agreement or Call- Off Contract or change in which the Services are provided.
“VAT”	means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.
“Working Day”	means any day from Monday to Friday, excluding any bank or other national holidays in England and Wales.

FRAMEWORK AGREEMENT SCHEDULE 2 SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

1. Background to requirement

1.1 This Framework is being procured, on behalf of UK Contracting Authorities, by the Department for the Environment, Food & Rural Affairs (Defra), Chemical, Biological, Radiation and Nuclear (CBRN) Emergencies Team. The Government will however reserve the right to use services available other than through the Framework.

1.2 The Defra CBRN Emergencies Team increases the UK's capacity and capability to respond and recover from deliberate and accidental releases of CBRN materials, and from releases of hazardous materials (HAZMAT), regardless of scale where the incident is in excess of local capability and/or knowledge and authorities request help from Defra services.

These services include advice, guidance and access to practical CBRN recovery services to support those who will be responsible for remediation. This includes assisting the Contracting Authority, usually but not exclusively the Local Authority, in returning contaminated sites to use after single or multiple incidents.

For the purposes of Lot 8 the EA requires incident response services to provide identification, management and disposal of unknown substances, including hazardous waste resulting from deliberate acts or accidental pollution incidents, spills, firewater runoff, fly tipping and illegal/abandoned waste site clearance where the EA or lead authority assumes responsibility.

1.3 Defra is seeking to establish through this procurement process to establish a framework of specialist suppliers to provide contingency remediation and related services in the areas of CBRN contamination and appropriate HAZMAT and EA incident response services.

2. Scope of service

To supply, response, mitigation, control, storage, transport, deploy pollution prevention measures, final disposal and implement remediation and waste management service(s) for use by the Contracting Authority in a CBRN or HAZMAT incident.

An incident involving Chemical, Biological, Radiological or Nuclear material (CBRN) can be the result of an accidental or deliberate release.

A HAZMAT incident involves material that would be a danger to life or to the environment if released or deposited, whether deliberately or accidentally, without permission or in accordance with the appropriate method of deposit, treatment and disposal.

A CBRN incident could involve the release of chemicals such as sarin, mustard gas and phorate, as well as biological agents such as *Bacillus anthracis* the causative agent of anthrax, *Yersinia pestis* the causative agent of plague, *Clostridium botulinum* the causative agent of botulism and ricin. An incident could involve the use of radiological dispersal devices such as 'dirty bombs', the use of nuclear devices or an attack on a nuclear installation

Management of wastes: a CBRN or HAZMAT incident could generate quantities of solid waste and / or liquid waste that must be carefully managed.

Examples of liquid wastes include:

- wash water from the decontamination of people, equipment and the open environment
- run-off/ contaminated rainwater from temporary waste storage sites
- contaminated water supplies (e.g. due to a deliberate poisoning event)
- effluents from permitted and non-permitted sites.

Examples of solid wastes include:

- street dust
- soil, grass and plant cuttings, turf, trees and shrubs
- ash

- contaminated rubble, tiles, slates, roofing felt and other building fragments, or solid waste such as furniture, soft furnishings, electrical goods, fixtures and objects from inside a building including household or trade waste.

Environmental contamination could also arise from run-off from the decontamination of people, equipment and the open environment or run-off from temporary waste storage facilities.

Provision of resourcing requirements, to manage the clean-up and restoration of the environment and the safe disposal of large quantities of hazardous waste. Contractors may also be called upon to provide support for larger scale incidents over a longer period of time to assist with the containment, removal and final disposal of wastes where potential risk of or actual pollution has been identified.

LOT 8 HAZMAT Incidents may involve a number of parties, such as emergency services, hauliers, local authorities, other Agencies and landowners etc, each with different roles. Timely intervention is required where the substance is unknown and could be potentially hazardous and / or where there is potential significant risk to the environment and / or human health.

- 2.1 The service procured through this Framework will include the supply, storage, transport, deployment and implementation of the remediation and/or related service(s) for use by the relevant Contracting Authority in a CBRN or HAZMAT incident.
 - 2.2 The Framework Provider(s) shall provide (for Lots 1 to 6 as appropriate) the Services throughout the United Kingdom and in British embassies and consulates and premises/locations/barracks of British Armed Forces serving in overseas territories. These overseas territories include but are not limited to the following:
 - Akrotiri and Dehkelia
 - Anguilla
 - Bermuda
 - British Antarctic Territory
 - British Indian Ocean Territory
 - British Virgin Islands
 - Cayman Islands
 - Falkland Islands
 - Gibraltar
 - Montserrat
 - Pitcairn Islands
 - Saint Helena, Ascension and Tristan da Cunha
 - South Georgia and the South Sandwich Islands
 - Turks and Caicos Islands
 - 2.3 Under Lot 7, the requirement for the provision of services for National Arrangements for Incidents involving Radioactivity (NAIR), applies throughout England, Scotland and Wales only.
 - 2.4 Under Lot 8, the requirement for the provision of HAZMAT services applies in England only.
 - 2.5 As this is a contingency service, incident spend is determined by the occurrence of an actual incident and cannot therefore be predicted. In addition to incident spend values, Defra spend is up to £600k per annum on exercise and capability related work across Lots 1 to 7 of the Framework Agreement. The Environment Agency spend on emergency/HAZMAT incidents is expected to be approximately £300k per annum.
- 3. Incident Services**
- 3.1 During a CBRN or HAZMAT incident, providers in any of the lots will be required to:
 - Provide capable and competent people as well as all necessary equipment required to deliver this service which could include (but is not limited to): raw materials, consumables, protective equipment, detection/monitoring equipment, power generators/fuel, heavy plant, and transportation.
 - Provide details of their supply chain links, regarding materials and indicating the minimum readily available stocks.

- Provide information on the supply chain links for technical and/or skilled resources. The provider is required to inform the authority of any potential restrictions if a rapid response is required.
- Work closely with the Contracting Authority at agreed stages of service provision, which, depending upon which Lot is used could include sampling, planning, carrying out the works and/or the management and transport of wastes;
- Keep costs at a reasonable level by operating a real time cost and scope management process at any incident;
- Deliver the contracted services at the agreed cost. Advise and agree in advance with the Contracting Authority any potential changes to the scope and cost of the service;
- Provide advice on their service provision to the Contracting Authority as and when requested, working co-operatively in a multi-disciplinary team¹ led by the Contracting Authority;
- Ensure attendance of a competent and appropriate technical senior manager to an incident or command location as and when specified by the Contracting Authority. Best efforts will be made to have a guarantee of payment in place, but this may be addressed retrospectively;
- Provide competent advice on their techniques, systems (and equipment), procedures and processes for the assessment, containment and treatment of the incident;
- Provide, manage and sustain sufficient resources for a successful sampling/remediation/waste management/another service(s) as applicable to the Provider's specific Lot(s);
- Assess and manage all identifiable risks involved in planning for and delivering the service;
- Ensure compliance and protection of personnel and the environment under any prevailing legislation, e.g. Health and Safety at Work etc Act 1974, IRR17 Ionising Radiations Regulations, Radioactive Material (Road transport regulations), High Active Sealed Source Regulations, Regulations for transporting dangerous goods by air, sea, road and rail transport and all others as appropriate, preferably by incorporating appropriate management systems;
- Provide relevant reports and/or data to the Contracting Authority and any 3rd party on completion of the work, as specified by the Contracting Authority;
- Comply with instructions and guidelines issued by the Contracting Authority for dealing with the press and any other media;
- Comply with the prioritisation directed by the Contracting Authority;
- Participate in Contracting Authority and/or Defra "lessons identified" reviews of recovery operations. These range from simple debriefs to full post-operation reports according to the scale of support; and
- Either hold or obtain relevant industry required certification or equivalent and ensure these are kept up to date.

3.2 It is important to note that, in the main, immediate response and containment to a CBRN or HAZMAT incident will be dealt with by the emergency services, however there may still be a need for immediate advice,

¹ For example the Recovery Coordination Group which includes input from organisations such as the Emergency Services, Public Health England (United Kingdom Health Security Agency (UKHSA) in October 2021). (and devolved bodies), Environment Agency, Health and Safety Executive, and other government departments or private bodies.

preparation and/or action by the Framework Providers in an incident, ahead of any guarantee of payment. This will help ensure that a suitable response/remediation strategy is developed, and the most appropriate response/remediation approach taken. The Contracting Authority (and any third party as specified by the Contracting Authority) will consequently look to Framework Providers to supply advice on their response/containment/remediation service as and when requested. All suppliers will therefore need to be contactable on a 24/7 basis and must register the 24/7 contact details of specific individuals with Defra on award of the Framework.

- 3.3 Any Environmental incidents and non-compliances with environmental legislation and/or near misses must be reported to the Environment Agency Incident hotline 0800807060 at the soonest opportunity and then to the relevant Contracting Authority. A full review process must be carried out and lessons learnt shared with the relevant area lead.
- 3.4 The Yellow/Red Card system will be implemented as part of contractor management and is attached at Annex D.
- 3.5 Contractors must ensure that there is no run off from contaminated areas or decontamination areas. If responding to the incident results in further incidents caused by our contractors, they should be reviewed and lessons learnt as per section 3. Where necessary appropriate enforcement action may be taken.

4. Working with others

- 4.1 Framework Providers will be expected to work closely with a range of organisations, both during response or recovery operations, following an incident and during their capability assurance work with Defra and the EA.

These organisations could include the emergency services, other commercial companies (including Framework Providers), Defra, UK Environment Agencies - EA, SEPA, NRW, NIEA and PHE England/UK HSA (from 1 October 2021), Local Authorities, HSE, NAIR responders (NAIR only applies in England, Scotland and Wales) and other stakeholders as appropriate. The Strategic National Decontamination Guidance (<http://www.cabinetoffice.gov.uk/resource-library/strategic-national-guidance-decontamination-buildings-infrastructure-and-open-envir>) sets out the roles and responsibilities of these partner organisations for CBRN

- 4.2 Framework Providers will be expected to be able to work within a multi-agency environment and, through the life of the Framework, develop a detailed understanding of the priorities, perspectives and pressures of the different partners involved in recovery. Defra and or the relevant Contracting Authority will work with Providers to further develop their understanding and awareness of response/recovery-related issues through training, workshops, exercises, the Supplier Handbook, the UK Recovery Handbooks and other guidance documents, and one-to-one meetings.

5. Defra Framework Assurance Programme

- 5.1 Every Framework Provider in Lots 1 to 7 shall participate in the Defra Framework Assurance Programme when requested. The Assurance Programme will be launched at the Defra Framework Supplier Conference, scheduled to take place following the award of the Framework. This is a 4 year programme of work across all Lots by Defra and, subject to annual budget reviews, will consist of, as a minimum, one scenario-based paper based case study and one practical exercise per Provider, per lot.

In addition to this, there is likely to be the requirement for all Providers within a particular Lot(s) to participate in paid workshops/planning meetings/conferences, as briefly described in paragraph 5.2 (above). The Framework Assurance work will be direct awarded, using the Framework rates. Initially, priority may be given to those Providers with whom Defra has not had the opportunity to work with previously. However Defra is under no obligation to undertake any or all case studies, paper exercises or any other non-contingency work.

- 5.2 Where a one-off piece of work (development of a scenario/location specific plan for example) is identified, it will either be direct award (according to the ranking system set out in paragraph 12.2) or further competition will be used to select the most appropriate Provider.

- 5.3 Participation in a EA LOT 8 Performance and Assurance Programme is also required.

The EA requires close liaison with its suppliers. Contractors will nominate a single account manager, from within their organisation, to be responsible for managing Lot 8 and for providing management information and progress reports to the EA.

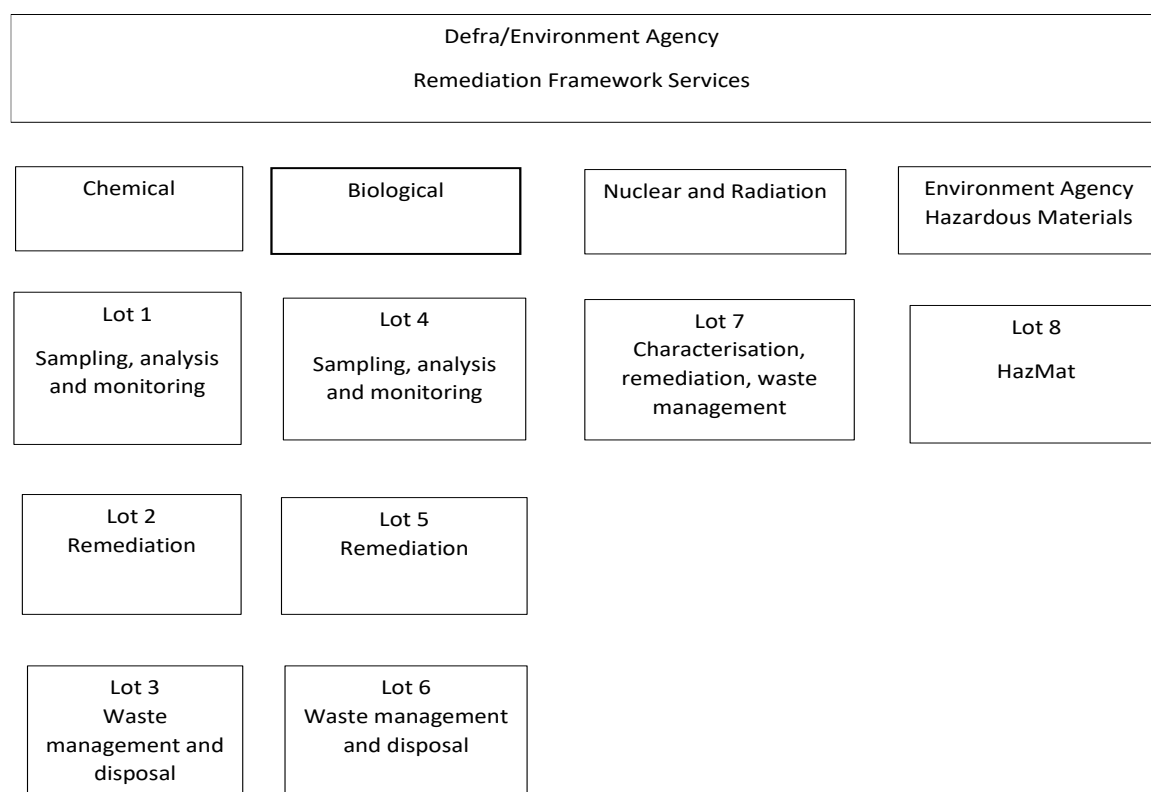
Framework contractors will be required to jointly agree a structured performance management process, including KPIs, Supplier Performance Measures (SPM) and relevant escalation procedures, with a documented approach to driving continuous improvement and innovation.

Framework Management will be undertaken by the Contractor Framework Managers and the EA's nominated Contract Manager.

6. Framework structure

6.1 The services required under the Framework Agreement have been separated into 3 main categories: Chemical; Biological; and Radiological/Nuclear. The Chemical and Biological categories each have 3 Lots covering the key activities of a) sampling, analysis and monitoring, b) remediation, and c) waste management and disposal. The Radiological / Nuclear category has 2 Lots covering: a) sampling, analysis and monitoring, remediation, waste management and waste disposal, and b) the NAIR requirement.

6.2 The structure of the Lots is as follows:



7. Detailed services required under each Category and Lot

7.1 Lot 1 - Chemical sampling, analysis and monitoring.

Chemical contamination may include, but is not limited to, toxic industrial chemicals, organophosphate pesticides, herbicides and chemical warfare agents which include nerve, blood and blister agents.

Framework Providers shall be capable and competent to deliver characterisation sampling to establish and confirm the extent of chemical contamination; and/or post-remediation (clearance) sampling to confirm the effectiveness of the clean-up. Providers will be expected to have the capability to undertake the collection a wide range of environmental samples from indoor and outdoor environments including any specific handling requirements.

Providers will be required to collate: toxicity; traceability, for example, unique identifying numbers and data logging, recording and storage; containment to include suitable handling and storage receptacles and their

packing, for example the potential need for refrigerated storage; transportation issues to cover areas such as special licence requirements, containment, refrigeration, transport and storage times; and sample stability.

Monitoring will cover the ability to supply and/or use suitable equipment by suitably qualified and experienced personnel. Providers will need to understand the selection process for appropriate field equipment, for example, the relevance and limitations of techniques to the threat areas (below) such as head space analysers, photo-ionisation detectors, ion mobility spectroscopy and infra-red spectroscopy along with the limits of detection and the type of data given. The maintenance of appropriate equipment will be required.

Accredited laboratories should be used or where these are not available, prior notice should be given to the client. Analysis will cover access to appropriate laboratory analytical techniques. Providers with capability in this area will be required to facilitate access to the most appropriate location within the analytical facility, have agreements in place or able to be put in place to cover the analysis of these compounds in or on relevant sample matrices such as air, soil, water, vegetation, internal and external building materials and surface wipes. Validation and accreditation of extraction, preparation and analysis methodologies is highly desirable e.g. solvent extraction, thermal desorption, sample stability and replicates.

Providers supplying this capability will be required to analyse or arrange the analysis of samples in accordance with recognised quality assurance schemes; ensuring auditable sampling procedures are followed.

Key tasks may include:

- Determining the specifics of the contaminant(s) and any subsequent harmful degradation products;
- Determining the level and extent of contamination to agreed detection limits and to a defined quality standard;
- Identifying any contamination “hotspots” and precautionary zoning arrangements;
- Detailing the contamination levels on contaminated materials and surfaces;
- Providing advice to the Recovery Co-ordination Group (RCG) or Contracting Authority on sampling options, techniques, systems (and equipment), procedures and processes;
- Producing statistically valid sampling plans and models to include safety considerations and the prioritisation required by the RCG;
- Reporting sampling results to the Contracting Authority, Defra, and other organisations as necessary.

Providers may be required to undertake, or arrange, a detailed post-remediation sampling and analysis programme to demonstrate that the contaminant(s) (including any potentially harmful degradation products) and any harmful decontaminants used in the process have been removed or destroyed to the pre-agreed levels appropriate for the intended future use of the site.

The sampling procedure will be required to satisfy relevant regulatory criteria and be robust enough to ensure public confidence if the site is to be returned to general use. Verification, by a specialist Provider (or another provider) of sampling services independent from the remediation specialist Provider, will be sought.

Providers will be required to consider the following:

- The state and stability of contaminant (whether solid, liquid, gas, particulate or aerosol);
- Any potentially harmful breakdown products;
- The applicability and statistical validity of the proposed sampling methods for the contaminated environment, to include the different locations and types of materials and surfaces therein;
- The impact of varying ambient or climatic conditions;
- The number and location of sampling points to ensure the statistical validity of the results;

- The efficiency of the sampling method(s) in disclosing entrapped or absorbed contamination;
- Limits of detection and quantification.

7.2 **Lot 2 – Chemical remediation**

Providers must be capable and competent to deliver the activity required to render the scene of a chemical agent release suitable for return to the Contracting Authority. Chemical contamination may include toxic industrial chemicals such as industrial gases, organophosphate pesticides, herbicides, and chemical warfare agents which include nerve, blood and blister agents.

Key tasks will include:

Preparation of a site remediation plan

Early attendance at RCG may be required to provide advice on remediation options, techniques, systems (and equipment), procedures and processes for the assessment, containment and treatment of the contamination. It is expected your attendance at the RCG to provide this advice will be paid at Framework rates and will assist in the development of an overarching recovery strategy. An outline remediation plan is likely to be required during the subsequent mini-competition for the remediation work.

This plan should be provided as part of the bid process and at no cost to the Contracting Authority. Providers will be responsible for the production of a comprehensive remediation plan if selected during the evaluation phase. The comprehensive plan should be submitted to the Contracting Authority for agreement and incorporation into the recovery strategy. Providers may need to utilise the sampling results of a 3rd party (either government or a commercial organisation) to produce and deliver the remediation plan.

The plan should describe all aspects of the application of the remediation process to be used, including:

- the choice of decontaminant for the threat; the proposed efficacy and likely degradation products to include their impact on health and environment;
- quality control and site management procedures to be followed; the equipment and support facilities required (i.e. laboratories, personnel decontamination stations);
- the types of waste, the containment of waste and the methods of waste disposal, for example, for run off or washings and uncharacterised waste which may retain unknown levels of contaminant; worker health and safety precautions;
- a timetable of the entire process leading to the successful completion of the remediation activity.

All necessary preparation of the site required for successful remediation must be described in the remediation plan including staging and storage areas, security requirements and relevant guidance, for example, COSHH.

Installation of remediation equipment

The selected Provider(s) shall be required to provide, install, commission and operate all equipment necessary for the successful completion of the remediation activity including the entry, operation and eventual withdrawal from a contaminated (hot) zone, and the remediation and/or disposal of the equipment. This equipment includes that necessary to deliver the remediation service, to control associated environmental variables if required, and to monitor the remediation process.

By arrangement and if highlighted as essential and appropriate, it may be possible to interface with existing building facilities, such as utilities, heating, ventilation and air-conditioning systems where available, to assist the remediation process. Maintenance of the equipment whilst on site and the remediation and removal of the equipment on completion of the work will be the responsibility of the Provider.

Likewise, the safe storage of equipment and chemicals required for remediation along with waste streams including washings, run off and decontaminated items will be the responsibility of the Provider and they will be expected to refer to relevant guidance and legislation as appropriate.

The Provider should liaise with the Contracting Authority to facilitate staging areas, for example, access/parking of Provider's plant/equipment, whilst undertaking the remediation work.

Supply of utilities

It cannot be assumed that electrical, water or gas utilities will be available at the site and specialist Providers should be able to make arrangement for independent provision of these utilities as necessary. Where mains utilities are available, the specialist Provider is responsible for providing any equipment necessary for interface to UK systems (e.g. step-down transformers for US electrical equipment or adapters for US access to UK hydrants).

Conduct the remediation process

Providers will be required to deliver their capability in accordance with the agreed remediation plan and the contract with the Contracting Authority. All consumables, personnel and support facilities necessary to sustain and complete the remediation process within the contracted timetable are to be provided by the Provider, for example PPE such as Tychem F, gas tight suits, positive or negative pressure respirators, delivery systems such as spray devices and so on, unless otherwise agreed.

The effectiveness of the remediation process should be monitored by the Framework Provider as necessary which may require laboratory analysis. It may also require several rounds of remediation to ensure sufficient contact time of the decontaminants with the contaminated materials and surfaces. There will be a requirement for you to work to a pre-determined remediation standard.

Any unused remediation formulation or residues of used solutions are the responsibility of the Provider and should be safely controlled and/or removed for reuse or disposal where necessary on completion of the remediation process and in accordance with appropriate legislation, industry best practice and/or guidelines.

7.3 Lot 3 – Chemical waste management and disposal

Chemical contamination may include toxic industrial chemicals such as industrial gases, organophosphate pesticides, herbicides, and chemical warfare agents which include nerve, blood and blister agents.

Providers must be capable and competent to collect, package securely, treat, identify suitable disposal options (for example, landfill or high temperature incineration) transport and facilitate final disposal of the various waste streams in accordance with regulations and where appropriate guidance from regulators. Consideration must be given to the selection criteria e.g. cost v benefit analysis such as fast disposal of possibly contaminated waste compared to increased time scale of additional sampling to prove waste is harmless. Size reduction techniques should be considered if appropriate, along with the additional risk to remediation operatives compared to savings in time and/or cost with the disposal route.

The impacts of the remediation options should be highlighted as well as any factors affecting disposal options such as limited access portals within an incinerator facility or the storage of bulk hazardous waste if waste processing is slow.

Types of waste resulting from assessment and remediation may include but are not limited to:

- Bulk solid contaminant
- Bulk liquid contaminant, including liquids absorbed into a solid matrix
- Debris and/or soil and organic wastes
- Soft furnishings and equipment removed from buildings
- Personal effects
- Chemicals associated with the production or removal of decontaminants
- Vehicles
- All waste generated during response and remediation

7.3.1 Waste waters

- Personnel decontamination, to include that generated by both the Provider and other sources such as the emergency services
- Decontaminant rinse water, to include that generated by both the Provider and other sources such as the emergency services

7.3.2 Equipment and consumables (such as personal protective equipment (PPE)) remaining on completion of the remediation process, including items left on site by other organisations such as the emergency services.

7.3.3 Personal effects belonging to members of the public involved in the incident.

The specialist Provider will need to make appropriate arrangements for the minimisation, containment, collection, recording, temporary storage, transport and safe and secure permanent disposal of such wastes. There may be benefits in treating contaminated waste at the scene or in dedicated facilities. Disposal will be in accordance with national guidelines according to the type of waste. Characterisation of the waste may be required prior to final disposal.

7.4 Lot 4 – Biological sampling, analysis and monitoring.

Providers must be capable and competent to deliver pre-remediation sampling and/or laboratory analysis to establish and confirm the extent of biological contamination; and/or post-remediation (clearance) sampling and/or analysis to confirm the effectiveness of the clean-up.

Biological material may include pathogenic bacteria, and/or spores, and/or biological toxins and viruses.

Providers providing this capability will be required to analyse or arrange the analysis of samples in accordance with recognised quality assurance schemes, ensuring auditable sampling procedures are followed. Accredited laboratories should be used or where these are not available, prior notice should be given to the client.

Key tasks may include:

- Performing a sampling function for biological material as defined in this lot;
- Staff trained in the use of PPE appropriate for working in a hazardous environment potentially contaminated by a biological threat agent;
- Staff trained and familiar in the use of sampling equipment and techniques (e.g. swabs, air sampling equipment, aseptic techniques);
- Determining the specific composition of the contaminant(s) through laboratory analysis;
- Providing advice to RCG on sampling options, techniques, systems (and equipment), procedures and processes;
- Determining the level and extent of contamination to agreed detection limits and to a defined quality standard (as determined by the Recovery Coordination Group);
- Identifying any contamination “hotspots” and precautionary zoning arrangements;
- Capability to detail the level of contaminated materials and surfaces;
- Capability to report sampling results to the Contracting Authority, Defra, and other organisations as necessary.

Framework Providers shall adhere to a statistically defensible sampling plan which has been developed by the Contracting Authority using statistical and modelling software and to have the capability to undertake the collection of appropriate samples in the field including any specific handling requirements.

Providers may be required to undertake, or arrange, a detailed post-remediation sampling and analysis programme to demonstrate that the contaminant(s) and any decontaminant(s) used in the process have been removed or destroyed to the pre-agreed levels appropriate for the intended future use of the site. The sampling procedure will be required to satisfy relevant regulatory criteria and be robust enough to ensure public confidence if the site is to be returned to general use. Verification, by a specialist Provider (or another provider) of sampling services independent from the remediation specialist Provider, will be sought.

Providers will be required to consider the following:

- The state and stability of contaminant (whether solid, liquid, particulate or aerosol);
- The impact of varying ambient or climatic conditions;
- The number and location of sampling points to ensure the statistical validity of the results;
- The efficiency of the sampling method(s) in disclosing entrapped or absorbed contamination;
- Limits of detection and quantification.

7.5 Lot 5 – Biological remediation

Providers must be capable and competent to deliver a remediation activity which can effectively render the scene of a biological agent release suitable for release back to the Contracting Authority.

Biological material may include pathogenic bacteria, and/or spores, and/or biological toxins and viruses.

Key tasks will include:

Preparation of a site remediation plan

Early attendance at the RCG may be required to provide advice on remediation options, techniques, systems (and equipment), procedures and processes for the assessment, containment and treatment of the contamination. It is expected that your attendance at the RCG to provide this advice will be paid at Framework rates and will assist in the development of an overarching recovery strategy. An outline remediation plan is likely to be required during the subsequent mini-competition for the remediation work.

This plan should be provided as part of the bid process and at no cost to the Contracting Authority. Providers will be responsible for the production of a comprehensive remediation plan if selected during the evaluation phase. The comprehensive plan should be submitted to the Contracting Authority for agreement and incorporation into the recovery strategy. Providers may need to utilise the sampling results of a 3rd party (either government or a commercial organisation) to produce and deliver the remediation plan.

The plan should describe all aspects of the application of the remediation process to be used, including the quality control and site management procedures to be followed, the equipment and support facilities required (i.e. laboratories, personnel decontamination stations), the containment of waste and the methods of waste disposal, worker health and safety precautions and a timetable of the whole process leading to the successful completion of the remediation activity.

All necessary preparation of the site required for successful remediation must be described in the remediation plan.

Installation of remediation equipment

A Provider supplying remediation operatives performing a manual remediation function will be required to provide all equipment and PPE necessary for the successful completion of the remediation activity. A Provider providing a fumigation based remediation technique will be required to provide, install, commission and operate all equipment and PPE necessary for the successful completion of the remediation activity.

This equipment may include that necessary to deliver the remediation service, to control associated environmental variables such as temperature and relative humidity and to monitor the remediation process. By arrangement, it may be possible to interface with existing building facilities, such as utilities, heating, ventilation and air-conditioning systems where available, to assist the remediation process.

Maintenance of the equipment whilst on site and the remediation and removal of the equipment on completion of the work will be the responsibility of the Provider.

Likewise, the safe storage of equipment and chemicals required for remediation along with waste streams including washings, run off and decontaminated items will be the responsibility of the Provider and they will be expected to refer to relevant guidance and legislation as appropriate.

The Provider should liaise with the Contracting Authority to facilitate access/parking of Provider's plant/equipment whilst undertaking the remediation work.

Supply of utilities

It cannot be assumed that electrical, water or gas utilities will be available at the site and specialist Providers should be able to make arrangement for independent provision of these utilities as necessary. Where mains utilities are available, the specialist Provider is responsible for providing any equipment necessary for interface to UK systems (e.g. step-down transformers for US electrical equipment or adapters for US access to UK hydrants).

Conduct the remediation process

Providers will be required to deliver their capability in accordance with the agreed remediation plan and the contract with the Contracting Authority. All consumables, personnel and support facilities necessary to sustain and complete the remediation process within the contracted timetable are to be provided by the Provider unless otherwise agreed.

The effectiveness of the remediation process should be monitored by the Provider as necessary, for example to ensure sufficient contact time of the decontaminants with the contaminated materials and surfaces. There will be a requirement for you to work to a pre-determined remediation standard.

Any unused remediation formulation or residues of used solutions are the responsibility of the Provider and should be safely controlled and/or removed for reuse or disposal where necessary on completion of the remediation process and in accordance with appropriate legislation, industry best practice and/or guidelines. In the case of fumigation methods, the area should be monitored over time to ensure there is no off gassing from porous materials.

7.6 Lot 6 – Biological waste management and disposal

Providers must be capable and competent to collect, treat, identify suitable disposal options (for example, landfill or high temperature incineration) transport and facilitate final disposal in accordance with regulations and where appropriate guidance from regulators.

Biological material may include pathogenic bacteria, and/or spores, and/or biological toxins and viruses.

Types of waste resulting from assessment and remediation may include:

- Bulk solid contaminant
- Bulk liquid contaminant, including liquids absorbed into a solid matrix
- Debris and/or soil and organic wastes
- Soft furnishings and equipment removed from buildings
- Chemicals associated with the production or removal of decontaminants

7.6.1 Waste waters

- Personnel decontamination, to include that generated by both the Provider and other sources such as the emergency services
- Decontaminant rinse water, to include that generated by both the Provider and other sources such as the emergency services

- 7.6.2 Equipment and consumables (such as personal protective equipment (PPE)) remaining on completion of the remediation process, including items left on site by other organisations such as the emergency services
- 7.6.3 Personal effects belonging to members of the public involved in the incident.

The specialist Provider will need to make appropriate arrangements for the minimisation, containment, collection, recording, temporary storage, transport and safe permanent disposal of such wastes. There may be benefits in treating contaminated waste at the scene or in dedicated facilities. Disposal will be in accordance with national guidelines according to the type of waste. Characterisation of the waste may be required prior to final disposal.

7.7 Lot 7 Radiological and nuclear capabilities: source recovery, characterisation, remediation and waste management

Lot 7 comprises two key services

1) Remediation and waste management

- Pre-remediation characterisation
- Remediation
- Installation of remediation equipment
- Supply of utilities
- Conduct the remediation process
- Waste management
- Post-remediation monitoring, sampling and analysis

2) Recovery and management of orphan radioactive sources, other radioactive items and wastes contaminated with radioactivity at the request of the Contracting Authorities. (See section 8.7.4)

These include emergency services, Local Authorities, Government Departments, PHE/ UK HSA, the environment agencies (NRW, EA, SEPA, NIEA) and others. Required capabilities are as follows:

- Characterisation
- Radiological assessment
- Recovery of radioactive materials from the scene or other temporary storage location
- Remediation
- Provision of safe, secure storage
- Disposal of radioactive items and wastes

7.7.1 Remediation and waste management services

Pre-remediation characterisation

Providers must be capable and competent to deliver pre-remediation characterisation to establish and confirm the level and extent of radiological/nuclear contamination above any agreed level of detection; and/or post-remediation monitoring, sampling and analysis to confirm the effectiveness of the cleanup.

Providers providing this capability will be required to analyse, or arrange the analysis of, samples in accordance with recognised quality assurance schemes; ensuring auditable sampling procedures are followed. Accredited laboratories should be used or where these are not available, prior notice should be given to the client. Where deemed necessary, the Provider must make monitoring and sampling information available to the Contracting Authority to facilitate independent verification of remediation.²

Key tasks may include:

- Directly or indirectly determining the specific of the radionuclide(s) present together with characteristics of its physical and chemical form.
- Determining the level and extent of contamination to agreed detection limits using defined quality standard;

² This approach was taken by Westminster City Council during the P₉₀-210 incident.

- Provide advice to RCG only if specifically requested on sampling options, techniques, systems (and equipment), procedures and processes;
- Identifying any contamination “hotspots” and precautionary zoning arrangements
- Monitoring the area
- Detailing the composition of contaminated materials and surfaces; and
- Reporting sampling results to the Contracting Authority and Defra.

Post remediation monitoring sampling and analysis

Providers may be required to undertake, or arrange, a detailed post-remediation monitoring, sampling and analysis programme to demonstrate that the contaminant(s) and any decontaminants used in the process have been removed or decayed to the pre-agreed levels appropriate for the intended future use of the site.

Consideration should also be given to other site remediation options and the reduction of materials through possibly chemical fixing or double digging.

The sampling procedure will be required to satisfy relevant regulatory criteria and robust enough to ensure public confidence if the site is to be returned to general use.

Verification by a specialist Provider (or another provider) of sampling services independent from the remediation specialist Provider will be sought.

Providers will be required to consider the following:

- The contaminant(s) physical and chemical form of the radioisotope(s), e.g. liquid nitrate or solid oxide powder;
- The applicability and statistical validity of the proposed sampling methods for the contaminated environment and the different locations and types of materials and surfaces therein;
- The impact of varying ambient or climatic conditions;
- The number and location of sampling points to ensure the statistical validity of the results and for auditing/record keeping purposes;
- The efficiency of the monitoring/sampling method(s) in disclosing entrapped absorbed, shielded contamination, or contamination comprising multiple radionuclides (including, but not limited to, a parent radionuclide and its daughters).;
- Limits of detection and quantification(s) for the contaminant(s) and host environment(s) of interest
- Issues around conditioning (e.g. compaction, segregation) transport/decay storage.

Remediation

Providers must be capable and competent to undertake the activity required to decontaminate after a radiological release or nuclear event in order to make the scene suitable for handover to the Contracting Authority.

Key tasks may include:

Preparation of a site remediation plan

Early attendance at the RCG may be required to provide advice on remediation options, techniques, systems (and equipment), procedures and processes for the assessment, containment and treatment of the contamination. It is expected that your attendance at the RCG to provide this advice will be paid at Framework rates and will assist in the development of an overarching recovery strategy. An outline remediation plan is likely to be required during the subsequent mini-competition for the remediation work.

This plan should be provided as part of the bid process and at no cost to the Contracting Authority. Providers will be responsible for the production of a comprehensive remediation plan if selected during the evaluation phase.

The comprehensive plan should be submitted to the Contracting Authority for agreement and incorporation into the recovery strategy. Providers may need to utilise the sampling results of a 3rd party (either government or a commercial organisation) to produce and deliver the remediation plan.

The plan should describe all aspects of the application of the remediation process to be used, including the quality control and site management procedures to be followed, the equipment and support facilities required (i.e. laboratories, personnel decontamination stations), the containment of waste, an evaluation of disposal options and the recommended methods of waste disposal, worker health and safety

precautions and a timetable of the whole process leading to the successful completion of the remediation activity.

All necessary preparation of the site required for successful remediation must be described in the remediation plan.

Installation of remediation equipment

The selected Provider(s) shall be required to provide, install, commission and operate all equipment necessary for the successful completion of the remediation activity. This equipment includes that necessary to deliver the remediation service, to control associated environmental variables such as temperature, rain, snow, relative humidity and to monitor the remediation process.

By arrangement, it may be possible to interface with existing building facilities, such as utilities, heating, ventilation and air-conditioning systems where available, to assist the remediation process. Maintenance of the equipment whilst on site and the remediation and removal of the equipment on completion of the work will be the responsibility of the Provider.

Likewise, the safe storage of equipment and chemicals required for remediation along with waste streams including washings, run off, PPE, with other equipment used which become (slightly) contaminated and decontaminated items will be the responsibility of the Provider and they will be expected to refer to relevant guidance and legislation as appropriate.

The Provider should liaise with the Contracting Authority to facilitate access/parking of Provider's plant/equipment whilst undertaking the remediation work.

Supply of utilities

It cannot be assumed that electrical, water or gas utilities will be available at the site and specialist Providers should be able to make arrangement for independent provision of these utilities as necessary. Where mains utilities are available, the specialist Provider is responsible for providing any equipment necessary for interface to UK systems (e.g. step-down transformers for US electrical equipment or adapters for US access to UK hydrants).

Conduct the remediation process

Providers will be required to deliver their capability in accordance with the agreed remediation plan and the contract with the Contracting Authority. All consumables, personnel and support facilities necessary to sustain and complete the remediation process within the contracted timetable are to be provided by the Provider unless otherwise agreed.

The effectiveness of the remediation process should be monitored by the Provider as necessary, for example to ensure sufficient contact time of the decontaminants with the contaminated materials and surfaces. There will be a requirement for you to work to a pre-determined remediation standard.

Any unused remediation formulation or residues of used residual solids such as pastes, coatings and foams are the responsibility of the Provider and should be safely controlled and/or removed for reuse or disposal where necessary on completion of the remediation process and in accordance with appropriate legislation, industry best practice and/or guidelines.

Providers must be capable and competent to collect, treat, package and transport to interim storage and/or final disposal in accordance with regulations and where appropriate guidance from regulators.

Types of waste resulting from assessment and remediation may include:

- Bulk solid contaminant
- Bulk liquid contaminant, including liquids absorbed into a solid matrix
- Debris and/or soil and organic wastes
- Vegetation and other food wastes
- Soft and hard furnishings removed from buildings
- External building surfaces
- Road and paved surfaces
- Equipment and tools contaminated as part of the remediation process;
- Hazardous chemicals and materials associated with the production or removal of decontaminants.

Waste Management

Providers must be capable and competent to collect, package securely, treat, identify suitable disposal options (for example, landfill or high temperature incineration) transport and facilitate final disposal of the various waste streams in accordance with regulations and where appropriate guidance from regulators. Consideration must be given to the selection criteria e.g. cost v benefit analysis such as fast disposal of possibly contaminated waste compared to increased time scale of additional sampling to prove waste is harmless.

Size reduction techniques should be considered if appropriate, along with the additional risk to remediation operatives compared to savings in time and/or cost with the disposal route.

The impacts of the remediation options should be highlighted as well as any effect on disposal options such as limited access portals within an incinerator facility or the storage of bulk hazardous waste if waste processing is slow.

Types of waste resulting from assessment and remediation may include but are not limited to:

- Bulk solid contaminant
- Bulk liquid contaminant, including liquids absorbed into a solid matrix
- Debris and/or soil and organic wastes
- Vehicles
- All waste generated during response and remediation

Waste waters

- Personnel decontamination, to include that generated by both the Provider and other sources such as the emergency services
- Decontaminant rinse water, to include that generated by both the Provider and other sources such as the emergency services
- A Quality Plan suitable to enable the transfer and/or disposal of low-level radioactive wastes to receipt facilities;
- A Radioactive Waste Characterisation Document to support the Quality Plan.

Equipment and consumables

Equipment and consumables (such as personal protective equipment (RPE, PPE)) remaining on completion of the remediation process, including items left on site by other organisations such as the emergency services.

Personal effects

Personal effects belonging to members of the public involved in the incident including contaminated cars.

The specialist Provider will need to make appropriate arrangements for the minimisation, containment, collection, recording, temporary storage, transport and safe permanent disposal of such wastes where possible. Disposal will be in accordance with national guidelines according to the type of waste. Characterisation of the waste may be required prior to final disposal.

7.7.2 Recovery and management of orphan radioactive sources, other radioactive items and wastes contaminated with radioactivity at the request of the Contracting Authorities.

From time to time, circumstances arise in which the management control of radioactive materials breaks down and there is a potential risk to public safety. For example:

- As a result of fly-tipping
- Where radioactive materials are handed into the Police or Local Authority by householders
- Contaminated scrap identified by portal monitors/monitoring
- Orphan sources 'found' in the public domain
- As result of a road traffic accident
- A permitted undertaking has gone into liquidation and radioactive materials are left unmanaged on a premise.

The public health implications of these events, in some cases, will have been managed via the National Arrangements for Incidents Involving Radioactivity (NAIR) which only apply in Great Britain. In others, this may not be the case. However, the Contracting Authorities involved need access to providers with the capability to characterise, recover, transport, store and dispose of orphan sources, other radioactive

items and wastes contaminated with radioactivity. The term “disposal” may include options such as the re-cycle and/or re-use of sources where this is appropriate. There may be some wastes for which there is not currently an available disposal route. In such cases the role of the Provider is to negotiate or provide suitable storage pending disposal by a third party.

Providers will also be capable of managing any associated environmental contamination as set out in section 7.7.3.

The detail of required capabilities and activities are set out in sections 7.7.2.1 to 7.7.2.7

7.7.2.1 Timeframes for routine and urgent actions

Timely management of each case is very important and the Provider is expected to demonstrate how appropriate timescales for interventions will be maintained.

- *Urgent access* to recovery services are needed to remove radioactive materials promptly to a safe secure location. Rapid 24/7 response arrangements need to be in place. This means being able to respond out of hours during the week and at the weekend and including on public or bank holidays.

Where it is not possible to characterise the material fully before prompt removal dispensation from the class 7 transport requirements must be sought from the Office for Nuclear Regulation.

For certain radioactive wastes deemed by the environment agencies (EA, NRW, NIEA and SEPA) and ONR and HSE to pose a particular radiological hazard, security or other risk, the Provider must guarantee response time for waste collection as part of their proposed incident response arrangements. The terms of this guarantee are negotiable, but the aim is to ensure that excessive delays between agreement to disposal and actual removal of the item are avoided

- *Routine services* – should be provided during normal working hours (0900-1700 Monday – Friday) on a call-off basis. Routine timescales will be mutually agreed with the Contracting Authority.
- Services to support collection and disposal of radioactive materials as part of an ‘amnesty’ or other Contracting Authority-led initiative.

7.7.2.2 Type and quantities of wastes

In many cases the quantities of waste arising are likely to be small. However, there may be a limited number of cases where the volume of waste, or the amount and properties of radioactivity involved are more challenging.

A wide range of radioactive materials are used in industry, medicine and research establishments across the UK. Other radioactive items, such as World War II memorabilia, are held legally by members of the public. Occasionally, circumstances arise where management control of these breaks down and there is a potential risk to the public. It is difficult to be prescriptive about what radioactive materials are within the scope of the proposed contract. However, the scope could be said to reflect the diversity of current and historical uses of radioactive materials.

The following are examples of radioactive wastes which may arise:

- Thorium oxide powder in four jars, inside a wooden box taken to police station in Wales.
- Recovery and disposal of radium-luminised aircraft hatches.
- Small package labelled “Polish Uranium 7.5 mR” found in house in Kent.
- 20 MBq caesium-137 source found amongst fly-tipped waste in Surrey.
- Level gauges containing caesium-137 and americium-241 abandoned at former business premises in the north east.

- Tritium Storage Beds used for transporting and storing radioactive tritium abandoned on former business premises in Northamptonshire.

7.7.2.3 Scope of the Framework Provider's role

Unless the Provider is a registered NAIR Responder and is attending an incident in this capacity, they will not be involved in the immediate actions at the incident scene to protect people or the environment. For example, securing the scene. Where a Provider is attending as a NAIR Responder this is outside of the scope of this specification.

The role of the Provider will start once initial actions have been taken by others and only when initiated by the Contracting Authority.

7.7.2.4 Documentation

Once the Framework has been awarded, the Provider(s) will be expected to prepare generic documentation (at their cost) that is likely to include:

- An explanatory document describing the proposed arrangements, including proposed re-use, recycling and "emergency response" arrangements.
- A proposed Security Plan describing how information relating to sealed sources will be suitably protected under the arrangements.
- A Quality Plan suitable to enable the transfer and/or disposal of low level radioactive wastes to receipt facilities;
- A Radioactive Waste Characterisation Document to support the Quality Plan.
- A description of the range of transport containers available to be used by the Provider and details of how availability and accessibility of these will be managed. The Provider will always remain responsible for any transport container they use, including remediation, cleaning and repair costs and disposal costs.

The Provider shall seek the agreement of the receipt facility operators for any documents prepared under this task.

The Provider shall be responsible for the maintenance of generic QA documents, to include periodic review and work associated with any audit.

7.7.2.5 Authorisation for collection and disposal

Prior approval for collection and disposal of the radioactive wastes will be required:

A request for Provider support will be made by the Contracting Authority who will confirm the location and details of the incident / radioactive waste and place the Provider in contact with the relevant personnel.

Where the Contracting Authority makes a request for a disposal on behalf of a third party (e.g. NAIR responding organisation), or to deal with wastes arising from their own interventions, the Provider must obtain approval from the Contracting Authority before proceeding with collection and disposal.

The Provider will assess the radioactive waste (supported by discussions with any responders or Environment Agency staff) to establish a description of the material to be disposed. On this basis, the Provider will put together a proposal for the legal collection and disposal including timescales, together with a quotation for the work.

Only following approval of the quotation from the Environment Agency (via the RSR DTM or other nominated Environment Agency Officer), should such arrangements be implemented. The EA will develop arrangements for obtaining this approval early in the project, in discussion with the Provider(s).

7.7.2.6 Collection and disposal of sealed sources

In most cases sealed sources are expected to meet the requirements of the Guidance on the [Scope of and Exemptions from the Radioactive Substances Legislation in England, Wales and Northern Ireland, August 2018](#).

Some sources may be contained within instruments or gauges and, in such cases, will require removal before disposal. Some sources may be returnable to the original Providers.

7.7.2.6 Collection and disposal of open radioactive sources and associated radioactive wastes

Open source radioactive wastes will generally be classed as Low-Level radioactive waste (LLW). The disposal of which must comply with the appropriate regulations and guidance.

Wastes meeting the definitions and conditions of Exemptions may be suitable for disposal to landfill or incineration.

Where open source wastes cannot be treated to meet the LLW Conditions for Acceptance, they shall be dealt with as Intermediate Level Waste (ILW) and shall be treated and transferred as required.

The Provider will be expected to take account of the opportunities and constraints on the available UK radioactive waste disposal routes.

In all cases the Provider is expected to make use of the most cost effective disposal method available. Where more than one waste disposal route is available, the EA Contract Manager will be consulted.

7.7.2.7 Collection and disposal for incidents in which the type of radioactive waste is initially unknown

The Provider will advise the Contracting Authority and relevant environment agency, to ensure sufficient, relevant information is established to authorize disposal to be progressed. The Provider will arrange collection and carriage of the material to an appropriate characterisation facility.

Following characterisation, the Provider will arrange for appropriate disposal of the radioactive wastes.

Reporting

Following collection and disposal of remediation, orphan sources, other radioactive items or wastes contaminated with radioactive waste under Lot 7, the Provider will provide the Contracting Authority, relevant environment agency and UK Health Security Agency with a report on the work undertaken, to include materials found, relevant dates, actions undertaken, results of monitoring, results of any analysis, transportation arrangements, storage arrangements and disposal arrangements.

Payment

Consultancy and characterisation costs will be paid by the Contracting Authority in accordance with the Framework Terms and Conditions.

Performance management

The Contracting Authority will review performance against the Framework Agreement with the Provider at least annually.

7.8 Lot 8 Environment Agency Emergency Requirements

Background & Requirement

The Environment Agency as a Category 1/2 responder and is required to fulfil its obligations for emergency response under the Civil Contingencies Act 2004 for Environmental Incidents. Incidents may involve a number of parties, such as emergency services, hauliers, Local Authorities, other

Agencies and landowners etc, each with different roles to play so multi-agency working will be key. Lot 8 will provide rapid response support to a range of incidents, including but not restricted to CB or HAZMAT incidents. Incidents may be actual or potential and could for example result from natural causes or include risk or actual pollution where a deposit, release or spillage has occurred.

Contractors may be called upon to provide support for larger scale incidents over a longer period of time such as to assist with the containment, removal and final disposal of wastes where a risk of pollution has been identified from either materials on site or from control measures such as fire water, oil containment booms etc.

The EA or other Relevant Authority may require support services, where timely intervention is required to prevent an actual or potential incident that poses significant risk to the environment or public health, in relation to waste management issues arising from incidents or sites that have been abandoned and/or where the polluter or landowner has not or is yet to be identified.

To assist in effective incident response, we require four contractors to provide 24/7 365 day a year support response to emergency incidents including but not restricted to CB and HAZMAT incidents.

Within 4 hours of the call alerting the Provider to an incident initial attendance is required unless otherwise agreed by the Contracting Authority.

We will require 2 contractors for each incident type to provide a service for either or both of the following categories:

- A. Chemical Biological (CB) or HAZMAT incidents – Spills, Land and Water
- B. Chemical Biological (CB) or HAZMAT incidents – Waste

On your submission please indicate which category you are bidding for. There is no restriction for bidding for both

The scope of the requirements will remain the same for both A & B.

Regulation

- 7.8.1 The Environment Agency regulates and enforces environmental legislation as set out in the Environment Act 1995 for water & waste activities in England including environmental incidents. The key regulations are as follows and the successful contractor must be familiar with the requirements and procedures to comply fully with the appropriate regulations.

There is expectation that Contractors will keep up to date with and comply with all legislation relevant to incident response and related services.

<u>Legislation</u>	<u>Duties and powers</u>
Environment Act 1995	Powers to prevent or minimise, or remedy or mitigate the effects of, pollution of the environment.
Environmental Permitting Regulations 2016	<p>Sets out the offences of causing pollution without a permit and provides three tier defence for pollution caused during an emergency where there is a threat to life or health. We can also waive permit requirements in an emergency.</p> <p>The EA is the enforcing body when an operator causes pollution or damage to the environment.</p>
Environmental Protection Act 1990	The EA is the enforcing body for operators who do not comply with their Duty of Care regarding the safe management of waste, including when it is moved to protect human health and the environment.
Hazardous Waste Regulations 2005	<p>Places specific requirement on those transporting waste. Including registering as waste carriers, meeting their Duty of Care, separating & storing waste correctly, filling out consignment notes and taking the waste to authorised site.</p> <p>The EA is the enforcing body for permitting regulations and offences.</p>

Incident Services

7.8.2 During an emergency incident LOT 8 Providers will be required to:

Work closely with Category 1 and 2 responders and the Contracting Authority at agreed stages of response/control/remediation/recovery.

The range of professional services required will include but are not limited to:

7.8.2.1 Incident Response

Scope of Services

- Production of site and incident specific risk assessments
- Isolation of unknown waste materials (i.e. liquid or solid materials), to contain and make secure.
- Identification of unknown waste materials
- To contain, transport and effect safe disposal of firewater at an appropriate treatment site
- To contain, transport and safe disposal of oilbased product spills, including fuels. It is required that contractors should be UK Spill (or similar recognised scheme) accredited where the incidents are oil related.
- Removal, handling and transportation of wastes and/or clean up materials in accordance with all current legislation (including the production of Duty of Care Transfer Notes and/or Hazardous Waste Consignment Notes for every waste movement)
- Safe and segregated storage both on and off site, including storage of waste to be used as prosecution evidence
- Sampling
- Analysis
- Appropriately permitted disposal/treatment in accordance with the Waste Hierarchy
- Provision of chain of custody, recording systems and certifications
- Provision of technical and non-technical reports for internal Environment Agency use and for use in criminal prosecution if required.
- Provision of mechanical and chemical aeration.
- Other related services as required

7.8.2.2 Waste site clearance

Scope of Services

- Project management of site clearance including planning, clearance, final disposal of wastes, managing sub-contractors, liaison with stakeholders, Health and Safety, compliance with all necessary regulations and other project management duties deemed necessary for the site.
- Provision of manpower, plant and equipment to undertake investigation and / or clearance
- Site assessment, including identification of wastes present on site and proposed methods of clearance
- Site specific risk assessments
- Isolation of unknown waste materials (i.e. liquid or solid materials), to contain and make secure.
- Clearance, sorting, handling, transportation and disposal in accordance with all current legislation (including the production of Duty of Care Transfer Notes and/or Hazardous Waste Consignment Notes for every waste movement)
- Safe and segregated storage both on and off site, including storage of waste to be used as prosecution evidence
- Sampling
- Analysis
- Appropriately permitted disposal/treatment in accordance with the Waste Hierarchy
- Provision of chain of custody, recording systems and certifications
- Provision of reports for internal Environment Agency use and for use in criminal prosecution if required
- Other site clearance services as required

7.8.2.3 Overarching service requirements additional to those outlined in Section 3 paragraph 3.1 :

- Access and egress to sites and premises will be performed without damage to third party property and in accordance with directions of the Agency or emergency services that facilitates safe, legitimate access. Where appropriate the Agency will ensure that the provisions of Section 108 of the Environment Act 1995 are fulfilled prior to access to the site;
- As agreed with the EA suitable sampling processes, chain of custody evidence, related recording systems and certifications etc. will be supplied alongside appropriate reports and or witness statements for internal Environment Agency use and/or for use in criminal prosecution if required;
- Sampling, planning, carrying out the remediation works and/or the management and transport of wastes;
- Provide advice on their response/remediation service to the Category 1 and 2 responder or Contracting Authority as and when requested, working co-operatively in a multi-disciplinary team led by the Contracting Authority;
- Formulate and coordinate an operational plan in agreement with the contacting authority and inform immediately of any changes or deviance from any agreed plan;
- Assess and manage all identifiable risks involved in planning for and delivering the service and follow appropriate and current risk assessments for activities relating to an Incident
- Where agreed by the Contracting Authority where appropriate after the initial emergency response, the recovery phase may be handed over to the Relevant Authority or organisation who can employ any of the contractors listed for lots 1 to 8, to start the remediation phase.

7.8.3 It is important to note that, in the main, immediate response and containment to an Emergency or CBRN or HAZMAT incident will be dealt with by the emergency services, however there may still be a need for immediate advice, preparation and/or action by the Framework Providers in an incident. All suppliers will therefore need to be contactable on a 24/7 basis and must register the 24/7 contact details of specific individuals with the EA on award of the Framework.

7.8.4 Lot 8 Management Information Reporting

Lot 8 Framework Reports

In addition to the overarching Framework Agreement management reporting requirements and the Management Information as set out in ANNEX B, Lot 8 specific reports shall be submitted to the EA Contract Manager on a quarterly basis. These reports are required no later than one month after the end of the quarter, or as deemed necessary by the Contract Manager, through the life of the agreement. Lot 8 Framework Reports shall include the additional following information as a minimum:

- Number and nature of incidents attended, samples taken, analyst reports issued and outstanding.
- Quantities and types of materials collected, materials in storage, waste delivered for disposal (including final disposal routes)
- Regular reports around waste streams and % of targets achieved
- Details of all disposal facilities used with waste types and disposal routes.
- Details of spend and invoicing per quarter.
- Details of relevant permissions to include permits, consignment notes etc.
- Performance against agreed EA Structured Performance Management Process, KPIs, Supplier Performance Measures and service level requirements.

Additionally, Contractors shall maintain financial records, to the satisfaction of the EA of all expenditure reimbursable by the EA, identifying hours worked and costs incurred and shall if requested, allow the EA access to these records.

8 Framework Agreement management requirements

- 8.1 The requirement is for Providers for Lots 1 - 7 to attend a maximum of two contract management meetings per annum. These meetings will usually be hosted by Defra and may include attendees from other Contracting Authority organisations. For Lot 8, unless otherwise agreed, review meetings will be held on a six monthly basis, for the first year and on an annual basis, subject to agreement and suitable performance, in subsequent years.
- 8.2 Any material changes to the Provider's ownership, financial position, relationship with subcontractors, technology, and actual or potential conflicts of interest must be notified to Defra immediately, together with notice of any circumstances which it considers may have and will impact upon the Provider's ability to perform services under the Framework Agreement and or/any call off contract.
- 8.3 Providers will be expected to participate in an annual review of its business continuity, disaster recovery and security arrangements.
- 8.4 As part of the Contract Management process, the expectation is that Defra, in liaison with other Framework clients, will work with each Provider to agree and implement a 2-way knowledge sharing/transfer plan. The detail of this is likely to vary from Provider to Provider, depending on operational experience and the organisation's core business. From Defra's perspective, it is likely to include a need for information around how the Provider's costs relating to recovery operations can be controlled and minimised.
- 8.5 Management Information should be submitted to Defra quarterly and EA monthly (at the Provider's cost) in the form of a Defra and EA template (to be made available at Framework award) and should include:
 - A record of the number of orders placed by each Framework customer, including the Purchase Order number and post code for that customer
 - A record of the services provided to each customer under the Framework
 - A record of the invoices raised by the Provider under the Framework
 - A record of any failures to provide Services in accordance with the contracts under the Framework
 - Details of the number of any complaints from any customer
 - A Management Summary which provides a narrative of:
 - Current work delivered through this Framework;
 - Other projects which may be of interest to Defra/EA;
 - Details of any significant advances in technologies employed that may affect the service quality standard offered under the framework;
 - Operational readiness – e.g. equipment inventory/ availability/ lead times;
 - Any communication/operational/contractual issues;
 - Any highlights/things that have gone well;
 - Any suggestions for improvements.

In addition to this, Management Information during an incident is likely to be required. Providers will be expected to report their capacity and availability during an incident at their cost. Annex B sets out this requirement.

- 8.6 Defra reserves the right to share Providers' Management Information with other Government bodies as and when it decides appropriate.

9. Marketing and advertising

- 9.1 Defra do not wish to constrain Providers' ability to market themselves, but no reference to being approved or recommended by either EA or Defra appears in any material. Providers will be able to state they are a current Defra framework holder for remediation-related services. If Framework Providers wish to make reference to the Defra Framework in written material, they should first advise the content of the material and the intended audience to the Defra Framework Contract Manager.

- 9.2 Providers should be aware that digital recording (still and moving) may be used by the Contracting Authority from time to time and that such material can be used by the Authority free from any constraint.

10. Key performance indicators

10.1 Performance criteria

The Supplier shall comply with the key performance indicators (KPIs) set out in paragraphs 10.1(a) – 10.1(j) below. The Parties shall agree specific contract performance measures (for either incident or non-incident work) on a contract by contract basis for each individual Call-Off Contracts. The KPIs will apply to Services under all Framework Agreement lots, except where specifically stated otherwise. Compliance with the KPIs will be provided to the Authority and EA at nil cost, unless specifically stated otherwise. The KPIs are as follows:

- a) Provision of 24/7 contact details of specified individuals within 2 working days of entry into the Framework Agreement.
- b) Provision of response arrangement structure within 1 month of entry into a Framework Agreement.
- c) Attendance for 2 x key Framework Provider personnel at the Authority's Framework Provider Launch Event. The exercise rate will apply, which shall be notified to the Framework Provider in advance of the Framework Provider Launch Event.
- d) Participation in the Authority's Framework Assurance Programme (Lots 1-7). Exercise rates will apply for paper-based case studies. Practical exercise deployment rates will apply for practical exercises.
- e) Participation in an EA Performance and Framework Assurance Programme (Lot 8).
- f) Provision of monthly Management Information by required date, as further detailed in Schedule 7 of the Framework Agreement.
- g) Provision of incident Management Information (Annex B), as further detailed in Schedule 7 of the Framework Agreement.
- h) Key Personnel to provide all relevant information in order to undergo the necessary government security clearance checks up to SC level (funded by the Authority) within 3 months of the entry into the Framework Agreement.
- i) Framework Provider to provide to the Authority and EA on an annual review of business continuity measures (including supply chain) by the end of March each year.
- j) Framework Provider to participate in agreed knowledge sharing/transfer plan.

- k) Framework Provider to attend two Contract Management Meetings per annum. For Lots 1-7 reasonable travel and subsistence costs will be reimbursed according to the Authority's Travel and Subsistence Policy.

Key Performance Indicators (KPIs) and Service Levels (SLs) are essential in order to align the supplier performance with the requirements of the Authority for the framework and call off contracts and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of Service Credits in such a situation, this service failure places strain on the relationship as delivery fall short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.

The Authority may define and include in any Call-Off Contract any reasonable performance management indicators (together with Service Levels and Service Credits if required).

Performance of the Framework Provider against the KPIs shall be evaluated on a regular basis using the following criteria:

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
KPI 1 – Framework Provider Contact details Service credit L1	Provision of 24/7 contact details of specified individuals within 2 working days of Framework award	Provision of contact details within agreed timescales	Provision of details more than 5 (five) working days after the agreed timeframe.	Provision of details more than 2 (two) working days after the agreed timeframe.	Provision of contact details within the agreed timeframe.
KPI 2 – Provision of response arrangement structure Service credit L2	Provision of response arrangement structure within 1 month of Framework award	Structure sent to Framework Manager within agreed timescales	Structure sent to Framework Manager no longer than 2 (two) working days after the agreed timeframe.	Structure sent to NE Framework Manager no longer than 1 (one) working day after the agreed timeframe.	Structure sent to Framework Manager within the agreed timeframe.
KPI 3 – Provision of monthly Management Information Service credit L3	Provision of monthly Management Information by required date.	MI sent to Framework Manager within agreed timescales	MI sent to Framework Manager no longer than 5 (five) working days after the agreed timeframe	MI sent to Framework Manager no longer than 2 (two) working days after the agreed timeframe	MI sent to Framework Manager within the agreed timeframe.
KPI 4 – Provision of incident Management Information Service credit L4	Provision of incident Management Information (Annex B), as required.	Incident MI sent to Framework Manager within agreed timescales	Incident MI sent to Framework Manager no longer than 2 (two) working days after the agreed timeframe	Incident MI sent to Framework Manager no longer than 1 (one) working day after the agreed timeframe	Incident MI sent to Framework Manager within the agreed timeframe.

KPI 5 – Security Clearance Checks Service credit L5	Key Provider staff to provide all relevant information in order to undergo the necessary government security clearance checks up to SC level	All relevant information provided within 3 months of Framework award	Information sent to Framework Manager no longer than 5 (five) working days after the agreed timeframe	Information sent to Framework Manager no longer than 2 (two) working days after the agreed timeframe	Information sent to Framework Manager within the agreed timeframe.
KPI 6 – Business Continuity Checks Service credit L6	Annual review of business continuity measures (including supply chain)	To be provided by end of March each calendar year	Information sent to Framework Manager no longer than 10 (ten) working days after the agreed timeframe	Information sent to Framework Manager no longer than 5 (five) working days after the agreed timeframe	Information sent to Framework Manager within the agreed timeframe.

Unless there is written clearance by the Authority any “red” or “amber” scores will result in a reduction in value of the quarterly payment sent by the Authority under clause 10.5.2 of the Framework Agreement against the scored KPI. The applicable deductions, resulting from performances in “amber” and “red” in the KPI table are:

- a) An “amber” score in delivery of two consecutive orders or required deliverables shall result in a 5% reduction of the total value of the payment under clause 10.5.2. If an amber score is awarded for more than two consecutive orders or required deliverables, a further 10% reduction in payment under clause 10.5.2 will occur for each consecutive order or required deliverables scoring an amber.
- b) A “red” score shall result in a 10% reduction of payment under clause 10.5.2. A further 10% reduction of payment under clause 10.5.2 that will occur for each consecutive order or required deliverables scoring red,

the reduction in payment under a) and b) above shall constitute “**Service Credits**” for the purposes of this paragraph 10 (Key Performance Indicators).

KPIs will start to be measured quarterly after the commencement of the Framework Agreement by an Authority representative and the Framework Provider will cooperate fully and in a timely manner in reporting the measurables described in the above KPI table to the Authority representative.

The use of Service Credits is governed by the following principles:

- Service Credits sit within the wider service management approach being pursued by the Framework Provider and the Authority;
- Achieving the KPI within the next quarter and payment of any outstanding Service Credits renders that Service failure resolved;
- The Authority has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due; and

- Service Credits claimed will reflect in the payment to the Framework Provider i.e. reducing the agreed contract cost. Service failure in any KPI for any of the six months in any rolling 12-month period during the term of the Framework Agreement constitutes a service failure in its own right and shall constitute a material breach for the purposes of the Framework Agreement.

The use of a Service Credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.

11. Lot 1-7 CALL OFF PROCESS

11.1 Where a Contracting Authority requires the Services from the Framework Provider and does not require a response to an emergency, incident or disaster within 2 Working Days after the Order Form has been sent by a Contracting Authority, the Mini-competition will be undertaken according to the key principles outlined below:

- all Framework Providers for the specific Lot, who have the required capability and/or technology as per the tick lists provided, will be invited to participate in the Mini-competition;
- the evaluation criteria shall be set out and customised in each of Templates A - C, provided as separate attachments on Bravo;
- Where technical ability is being assessed (for example, under Template B and C), the Customer may ask for and assess relevant technical information including but not limited to:
 - an outline plan to show how the Framework Provider will approach the work (asking Framework Provider to include options and their preferred option if required)
 - how the Framework Provider will go about producing and managing a comprehensive plan of the work
 - how the Framework Provider will approach health and safety requirements (to include risk assessment, method statements)
 - lead and response time – staff resources, training, equipment, procurement
 - outline project plan showing timeline with key milestones
 - skills/competence of team undertaking the work
 - consideration of any regulatory requirements
 - reporting process
 - site management
 - use of third (3rd) party contractors and how these organisations will be managed

Unless otherwise agreed by the Contracting Authority the Framework Provider chosen in these circumstances will continue to provide Services throughout the term of the incident response and or recovery.

11.2 A Contracting Authority shall operate a Mini competition process so as to award the Call-Off Contract using one of three templates available as set out in the following circumstances:

- a) Template A- intended for use when a Contracting Authority requires the Supplier to respond to an emergency, incident or disaster between 2 to 3 Working Days after the Order Form has been sent by a Contracting Authority;
- b) Template B- intended for use when a Contracting Authority requires the Supplier to respond to an emergency, incident or disaster between 4 to 7 Working Days after the Order Form has been sent by a Contracting Authority;
- c) Template C- intended for use when a Contracting Authority requires the Supplier to respond to an emergency, incident or disaster more than 7 Working Days after the Order Form has been sent by a Contracting Authority.

11.3 Tenders will be evaluated for both technical and commercial merit. To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:

- technical merit of responses provided by the Lot suppliers will be weighted and will form 80% of the final score;
- commercial criteria will form 20% of the final score.

The evaluation panel will agree either a pass/fail or a score of 0, 20, 50, 70 or 100 (where 100 is the highest score) for questions for which these scores are available. Each panel member will first undertake an independent evaluation of the Tenders. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

11.4 Cost will be scored as follows:

The weighting and maximum marks available will be 20% and will be awarded to the tenderer with the lowest tender price. The remaining tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20 \text{ (Maximum available marks)}$$

For example, if three responses are received and tenderer A has quoted £3,000 as their total price, tenderer B has quoted £5,000 and tenderer C has quoted £6,000, then the calculation will be as follows:

$$\text{Tenderer A Score} = \frac{£3000}{£3000} \times 20 \text{ (Maximum available marks)} = 20$$

$$\text{Tenderer B Score} = \frac{£3000}{£5000} \times 20 \text{ (Maximum available marks)} = 12$$

$$\text{Tenderer C Score} = \frac{£3000}{£6000} \times 20 \text{ (Maximum available marks)} = 10$$

The score for technical merit will be added to the score for price to form the total overall score. The Call-Off Contract will be awarded to the Framework Provider who meets the requirements and has sufficient capacity as per paragraph 4 above, and who has the highest overall score calculated as above.

12. Lot 1-7 DIRECT AWARD

12.1 A Contracting Authority shall make a direct award of a Call-Off Contract to a Framework Provider, if a Contracting Authority requires a response to an emergency, incident or disaster within 2 Working Days after the Order Form has been sent by a Contracting Authority. A Contracting Authority shall base the decision upon how to make a direct award to the Framework Provider on the basis of:

- which Lot the work falls under

- the capability required measured against the tick list of capabilities submitted by Framework Providers in the relevant Lot at the establishment of the Framework Agreement
- available capacity of the Framework Provider at the time of the required response
- time it will take for the Framework Provider to respond
- price/value for money

Unless otherwise agreed by the Contracting Authority the Framework Provider chosen in these circumstances will continue to provide Services throughout the term of the incident response and or recovery.

12.2 In deciding to make a direct award under the Framework Agreement, a Contracting Authority will assess the Framework Providers for the specific Lot (based on information provided in the tick list of capabilities submitted by Framework Providers at the establishment of the Framework Agreement) their ability to perform the Services required and respond in the required timeframe.

12.3 The Authority will ask all Framework Providers to update these lists of capabilities (as appropriate) on an annual basis.

12.4 The Contracting Authority will award the work to the Framework Provider who (a) is closest to meeting the capability requirements as measured against the tick list of capabilities submitted to the Authority at the time of the award (as updated from time to time as set out above) and best meets the required operational competencies, (b) has sufficient capacity at the time of the required response (c) price/value for money (d) response time.

12.5 In assessing capacity as above, the Contracting Authority shall telephone the named individual who has been notified to the Framework Authority as the point of contact further to clause 37.4 of the Framework Agreement and that person shall provide details of the Framework Provider's capacity which shall be true and accurate to the best of its knowledge. If the named contact is unavailable then information may be provided by a person nominated as his/her alternative and/or by a person of similar seniority within the Framework Provider's organisation. The Contracting Authority will make reasonable efforts to contact each eligible Framework Provider but such efforts shall be proportionate to the urgency of its requirements and it shall not be obliged to make repeated efforts in the event of unanswered calls.

12.6 The Supplier will be asked to confirm acceptance of the direct award and provide their rates for the services required. These rates cannot exceed the Supplier framework rates.

12.7 If the direct award supplier does not respond within 3 hours of the Order Form being issued, then a different lot supplier will be approached.

13. Lot 8 CALL OFF PROCESS

Where Lot 8 Contractors are required to support an urgent emergency response to an incident, emergency or disaster such as within 4hrs of notification and/or where urgent response is required out of hours at weekends or during holidays it is recognised that competing work between contractors is not practical in the majority of cases, due to the short response timeframes that need to be met. In these circumstances the Contracting Authority may direct award a call off contract. Where work is less urgent, of high value and/or where the Contracting Authority deems that work can reasonably be planned in advance the Contracting Authority may award via mini competition.

13.1 Unless otherwise agreed by the Contracting Authority, the Framework Provider(s) chosen will continue to provide Services throughout the term of the incident response and/or recovery. The EA Contract Manager will require all Framework Providers to provide a list of services/technology and capabilities to be kept updated on an annual basis or as appropriate.

13.2 For the purposes of LOT 8 direct award and mini competition call off the following template shall be used:

Template D (Statement of Requirements) – intended for use by the Contracting Authority to act as a request for quotation, set out supplier requirements and related evaluation criteria and for use by Contractors to submit their proposals and costs.

Following evaluation and acceptance of proposal the Contracting Authority will issue a work instruction which formally authorises the supplier to undertake the specified works.

Where urgency or response is of paramount importance it is recognised that it may be necessary to complete paperwork retrospectively. Site attendance may be required in order for Framework Contractors to make full assessment and recommendations which will inform their Service delivery. In such instances the methodology statement and safe ways of working must be agreed with the Contracting Authority incident response representative.

13.3 For the EA, appropriate incident response representatives such as members of Area Environment Management Teams or Area Incident Response Teams, will issue instructions and undertake routine contact with Contractors with regard to our specific case by case incident response requirements.

13.4 For Lot 8 where a Contracting Authority requires Services from the Framework Provider and does not require an urgent response to an emergency, incident or disaster or where the Contracting Authority deems that response/recovery work can reasonably be planned a mini-competition may be undertaken according to the key principles outlined below:

- All Framework Providers for the specific Lot, who offer the required services and have the required capability and/or technology as per the tick lists provided, will be invited to participate in the Mini-competition.
- Contractors may be contacted before the issue of competition documents to gauge their interest/ability to provide the service required in the required timeframes.
- If only one contractor wishes to bid for the work, where the Contracting Authority deems technical and operational requirements to be met and where costs assessed as being reasonable, subject to an acceptable proposal being received work may be direct awarded without any further competition.
- The evaluation criteria shall be set out and customised via Template D. Where technical ability is being assessed, the Contracting Authority may ask for and assess relevant operational and technical information including but not limited to:
 - an outline plan to show how the Framework Provider will approach the work (asking Framework Provider to include options and their preferred option if required)
 - schedule/project plan showing timeline with key milestones and delivery dates.
 - evidence that deliverables can be provided within the timescale set out including a methodology statement and a clear management process
 - how the Framework Provider will go about producing and managing a comprehensive plan of the work
 - how the Framework Provider will approach and manage health and safety requirements (to include risk assessment, method statements and consideration of site specific issues)
 - lead and response time – staff resources, training, equipment, procurement
 - skills/qualifications/competence of team undertaking the work
 - consideration of any regulatory requirements including environmental considerations.

- reporting process with explanation of how the reporting/communication process will be delivered
- site management and site access and egress
- whether third (3rd) party contractors will be used, assurance re their competence and how these organisations will be managed.
- access/availability of follow-up services/support
- evidence of how costs will be controlled and managed
- management of site specific environmental issues

13.5 Tenders will be evaluated for both technical and commercial merit. To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation. Template D will be used to clearly set out relevant evaluation criteria weighting. Overall:

- Operational and Technical merit (quality) of responses provided by the Lot suppliers will be weighted and will form 60% of the final score;
- Commercial criteria (cost) will form 40% of the final score.
- By exception where there is clear incident specific operational need, for example when a very complex technical service is required, the weighting split may be varied by plus or minus 10%.

An evaluation panel will score tenders awarding each criteria a mark as shown below. The purpose is to determine how individual submissions match up to the quality criteria listed. Each criterion is given a score out of 10. Each panel member will first undertake an independent evaluation of the Tenders. Following moderation, the evaluation panel will reach a consensus on the marking of each question.

Once all evaluators have completed the individual scores, a consensus score will be agreed to give a weighted consensus score representing the view of all evaluators.

For operational and technical merit (quality) suppliers will be ranked from highest to lowest quality and will be awarded a mark on a reducing basis using the following formula: Suppliers Quality Score = (Suppliers Weighted Quality Score / Highest Weighted Quality Score) x Maximum Available Marks.

The Supplier who offers the lowest cost price will achieve the top mark available for price (usually 40%).

For all suppliers that are successful in meeting the quality requirements, their overall quality score will be combined with the cost score to give a total percentage (%).

Scoring overview:

Minimum score thresholds

The Contracting Authority, may at their discretion, apply a minimum score threshold to one or more quality evaluation criteria to ensure the successful contractor's bid evidences the minimum standard of competency required to carry out the services. Failure to meet the minimum score threshold stated for a criteria will result in the bid being removed from the process with no further evaluation regardless of other quality or price scores.

100	Excellent: Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Contracting Authority complete confidence that the requirements will be met.
70	Very Good: Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Contracting Authority high confidence that the requirements will be met.

50	Satisfactory: Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses but gives the Contracting Authority some confidence that the requirements will be met.
20	Weak: Partially addresses the requirements or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Contracting Authority low confidence that the requirements will be met.
0	Nil: No response or provides a response that gives the Agency no confidence that the requirements will be met.

The Call-Off Contract will be awarded to the Framework Provider who best meets the requirements, has sufficient capability and capacity, satisfies the principles of 13.4 above, offers best value for money and who has the highest overall score calculated as above.

The EA reserves the right to decline to make an award following this mini-competition process.

14. Lot 8 DIRECT AWARD

14.1 A Contracting Authority may make a direct award of a Call-Off Contract to a Framework Provider, if a Contracting Authority requires an urgent response to an emergency incident such as but not limited to within 4 hours or less and/or where there is a requirement for support outside of office hours or during holidays or weekends.

A Contracting Authority shall base the decision upon how to make a direct award to the Framework Provider on the basis of:

- the capabilities required;
- available capacity of the Framework Provider at the time of the required response;
- time it will take for the Framework Provider to respond;
- price/value for money.

14.2 The Contracting Authority will award the work to the Framework Provider who (a) best meets the required operational competencies, and relevant capability and service requirements as measured against the current list required under 13.2 (b) has sufficient capacity at the time of the required response (c) response time, (d) price/value for money.

14.3 In assessing capacity and response time as above, the Contracting Authority representative shall telephone the named individual who has been notified to the Framework Authority as the point of contact further to clause 37.4 of the Framework Agreement and that person shall provide details of the Framework Provider's capacity and realistic response times which shall be true and accurate to the best of its knowledge. If the named contact is unavailable, then information may be provided by a person nominated as his/her alternative and/or by a person of similar seniority within the Framework Provider's organisation. Where appropriate the Contracting Authority will make reasonable efforts to contact each eligible Framework Provider, but such efforts shall be proportionate to the urgency of its requirements.

14.4 The Supplier will be asked to confirm acceptance of the direct award. Rates for the services required cannot exceed the Supplier Framework rates.

14.5 Where a direct award supplier does not respond within a reasonable timeframe required as specified by the Contracting Authority then a different lot supplier will be approached.

Annex A – Overview of the CBRN/HAZMAT recovery process

A suspected CBRN/HAZMAT incident (relevant to the services set out in Lots 1-7) would trigger an emergency response, followed by a recovery phase during which the recovery strategy would be developed. A brief overview of the technical requirement during this recovery phase is set out below. More detailed guidance on UK recovery structures, procedures and roles and responsibilities can be found on the Emergency Response and Recovery pages of the Cabinet Office UK Resilience website (<http://www.cabinetoffice.gov.uk/ukresilience>) and within the Strategic National Decontamination Guidance (<http://www.cabinetoffice.gov.uk/resource-library/strategic-national-guidance-decontamination-buildings-infrastructure-and-open-envir>).

- i. **Discovery and Notification.** CBRN/HAZMAT contamination is suspected and appropriate authorities are notified. If the evidence is strong, the area will be evacuated and secured. The emergency services will provide an initial response to deal with the crisis phase of the incident and stabilise the situation. The initial emergency response will normally be led by the Police Service. Defra expect to be notified of the incident at this time. Defra Framework Providers will be given notification by Defra and will be required to provide incident management information to Defra (Annex B provides a guide as to what information Defra is likely to require). Recovery thinking and planning will start as soon as the incident occurs and Provider(s) may be required to attend planning meetings at short notice.
- ii. **Site Assessment and Initial Sampling.** The level and extent of contamination on the incident site will be assessed by the emergency services, who will call in appropriate assistance as required.
- iii. **Defining the level and Extent of Contamination.** In the early stages of the recovery phase, command passes to the Recovery Co-ordination Group (RCG), chaired by the authority responsible for clean-up, usually the local authority. A more comprehensive monitoring and sampling survey to determine the exact material(s) and extent of the contamination is likely to be required, and this may be requested from a Provider. This is likely to require a flexible approach to deal with the requirements of real time dynamic risk assessments and a continually developing situation. Transportation of any samples to analytical facilities remote from the contaminated site must comply with all appropriate legislation. Attendance at RCG may be required to provide advice on remediation options, techniques, systems (and equipment), procedures and processes for the assessment, containment and treatment of the contamination.
- iv. **Recovery Strategy.** The formulation of a detailed strategy for the recovery of the site will be led by the RCG. One or more technical advisory groups will be established to assist and advise. Technical options for remediation will be evaluated, set against cost-benefit analysis and hazard evaluation. There may be a requirement for the input of advice from specialist Providers during the formation of the strategy and a willingness to collaborate with other expert groups.
- v. **Remediation.** Where remediation is viable and cost-effective, a proposal for providing a remediation service, incorporating an outline remediation plan, will be requested from Providers. Remediation objectives will be set on an incident-by-incident basis by the RCG, based upon the advice it receives. The Contracting Authority will lead the assessment of the suitability of the proposals. Considerations will include:
 - The effectiveness of the remediation process and the track record of the potential specialist Providers of the process(es);
 - The applicability of the remediation process(es) for the contaminated site, the range of materials therein and the prevailing ambient or climatic conditions;
 - The likely duration of the remediation activity;
 - The risk and environmental impact assessments including resource requirements and quantities and a description of the wastes generated;

- The likely extent of structural or material damage;
- Cost.

Contracts will then be placed with selected Provider(s) and a comprehensive remediation plan requested from the Provider. This plan will be agreed by the Contracting Authority and other authorities (such as HSE, Environment Agency, etc) as appropriate, and will be incorporated into the Recovery Strategy. Appropriate technologies will be used to decontaminate affected areas and items, to make them safe for re-use or disposal.

- vi. Remediation Verification. A comprehensive sampling survey will be required to confirm that the remediation processes have operated as expected and to evaluate the level of any residual contamination. This service may be contracted out. If remediation objectives have not been met, further remediation may be required or affected items made safe for disposal as waste.
- vii. Waste Management. Providers will be required to manage contaminated waste by the collection, treatment and transportation to final disposal in accordance with regulations and, where appropriate, guidance from regulators. Sampling to aid characterisation may be required.

Annex B – Incident Management Information for Lots 1 - 7

Chemical

Lot 1 Sampling, Analysis and Monitoring

Lot 2 Remediation

Lot 3 Waste Management and Disposal

Biological

Lot 4 Sampling, Analysis and Monitoring

Lot 5 Remediation

Lot 6 Waste Management and Disposal

Radiological and Nuclear

Lot 7 Characterisation, Remediation and Waste Management

Providers will be expected to report their capacity and availability during an incident. The information required in an incident is set out below:

Timescale	Information to be provided	Recipient
Within 30 minutes of the call alerting the Provider to an incident.	Confirm ability to attend planning meetings at short notice (potentially within 24 hours or less)	Defra
Within 2 hours of the call alerting the Provider to an incident.	Estimate number of staff (and their roles, skills and security clearance) available for deployment in the next: 24 hours 2 days 3 days 5 days 1 week Provider must also confirm any advance notice needed prior to deployment.	Defra
Within 6 hours of the call alerting the Provider or provided to an alternative agreed timescale.	Estimate number of staff (and their roles skills and security clearance) available for deployment in the next: 1 week 2 weeks 3 weeks 4 weeks Provider must also confirm any advance notice needed prior to deployment.	Defra
Daily moving to weekly (each Monday morning) after initial period*	Estimate number of staff (and their roles skills and security clearance) available for deployment in the next: 2 days 5 days	Defra

	1 week 2 weeks 3 weeks 4 weeks Provider must also confirm any advance notice needed prior to deployment.	
On deployment, additional information is required and should be provided on a daily moving to weekly (each Monday morning) basis. **	Once the Provider has deployed, the following MI is required. This may need to be provided in addition to the information above. Location of deployment; Number of staff deployed; Roles of staff deployed; Overview of work undertaken to date; Work planned for this week; Any points for Defra to note (making clear whether this is for information or for action);	Defra
Providers need to report financial information on a weekly (each Monday morning) basis.	As soon as costs are incurred, the following MI is required. Costs incurred to date; Costs incurred over the last 7 days; A record of the orders placed by the Responsible Authority; A record of the invoices raised by the Provider.	Defra

* initial period will be defined by Ministers at the time of an incident.

** it is anticipated that daily reports will be needed for at least the first 2 weeks of deployment

HAZMAT

Lot 8 Environment Agency Emergency Response

Within 4 hours of the call alerting the Provider to an incident initial attendance is required unless otherwise agreed.

Timescale	Information to be provided	Recipient
Within 30 minutes of the call alerting the Provider to an incident.	Confirm ability to attend planning meetings at short notice.	EA
Within 2 hours of the call alerting the Provider to an incident.	Estimate number of staff (and their roles, skills and security clearance) available for deployment in the next: 12 hours 24 Hours 2 days 3 days 5 days 1 week Provider must also confirm any advance notice needed prior to deployment.	EA
Within 4 hours of the call alerting the Provider to an incident.	Initial attendance is required as agreed with Area EA representative.	EA
Within 6 hours of the call alerting the Provider or provided to an alternative agreed timescale.	Estimate number of staff (and their roles skills and security clearance) and equipment/resources available for deployment in the next: 1 week 2 weeks 3 weeks 4 weeks Provider must confirm staff and equipment/resource deployment. Provider must also confirm any advance notice needed prior to deployment.	EA
Daily moving to weekly (each Monday morning) after initial period*	Estimate number of staff (and their roles skills and security clearance) available for deployment in the next: 2 days 5 days 1 week 2 weeks 3 weeks	EA

	<p>4 weeks</p> <p>Provider must also confirm any advance notice needed prior to deployment.</p>	
<p>On deployment, additional information is required and should be provided on a daily basis **</p>	<p>Once the Provider has deployed, the following MI is required. This may need to be provided in addition to the information above.</p> <p>Location of deployment;</p> <p>Number of staff deployed;</p> <p>Roles of staff deployed;</p> <p>Overview of work undertaken to date and notification of any change in situation that may impact delivery of agreed plan;</p> <p>Work planned daily unless agreed otherwise;</p> <p>Resources and equipment deployed and details of quantities of materials/supplies stored.</p> <p>Confirmation of legislative compliance and appropriate permissions granted.</p>	EA
<p>Providers need to report financial information on a weekly (each Monday morning) basis.</p>	<p>As soon as costs are incurred, the following MI is required.</p> <p>Costs incurred to date;</p> <p>Costs incurred over the last 7 days;</p> <p>A record of the orders placed by the Responsible Authority;</p> <p>A record of the invoices raised by the Provider.</p> <p>Up to date forecast of costs.</p>	EA

* For CBRN where appropriate initial period will be defined by Ministers at the time of an incident.

** it is anticipated that daily reports will be needed for at least the first 2 weeks of deployment.

Annex C – Pollution Prevention

Contractors are expected to maximise opportunities to prevent pollution to the wider environment, whilst responding to a CBRN or HAZMAT incident. This should include identifying pathways and sensitive receptors, ensuring containment of anything likely to cause harm to the Environment by use of drip trays, plant nappies and bunding, and ensuring Remediation Grab Bags are available for use by trained and competent responders.

Biosecurity (Invasive Non-native species (INNS) and animal/plant health & disease

Diseases, parasites and invasive non-native species can cause serious harm to the environment and our economy. Good biosecurity is essential to reduce the risk that we spread these damaging organisms and should be supported by training

Everybody who visits sites must:

- Ensure that all clothing/PPE, plant and equipment will comply with the Check, Clean, Dry approach specifically following the guidance for [Biosecurity in the Field](#). The non-native species secretariat [website](#) has a variety of resources including identification sheets that may assist you.
 - **Check** - Check your plant, equipment and clothing for living organisms, seeds, propagules and rhizomes. Pay particular attention to areas that are damp or hard to inspect.
 - **Clean** - Clean and wash all plant, equipment, footwear (pay particular attention to the cleats/tread and clothes thoroughly, preferably with hot water. If you do come across any organisms, leave them at the location where you found them.
 - **Dry** - Dry all plant, equipment and clothing. Clothing needs to be thoroughly dried before wearing to prevent biological hazards. Plant and equipment can be left overnight to dry naturally - some species can live for many days in moist conditions. Make sure you don't transfer them elsewhere.
- Any waste, soil or other source containing propagules of invasive non-native species must either be managed appropriately on site, or taken to an appropriate permitted waste facility. Invasive non-native plant material should be managed in accordance with [Treatment and disposal of invasive non-native plants: RPS 178 - GOV.UK](#)
- A biosecurity kit should be available for all incident response. The kits should contain as a minimum
 - A bucket or container large enough to hold water to clean boots/gaiters/wellingtons
 - A receptacle to carry water
 - A stiff brush that can be used to clean boots, including the tread/cleats
 - A boot pick to get into the hard to reach crevices in the boot tread/cleats
 - Disinfectant as required
 - Wash water potentially contaminated with INNS should be appropriately disposed off.

Should occasions arise where there is a requirement for planting as part of remediation or wider environmental benefits, planting designs must not include the use of any Invasive non-native species and must ensure that in relation to the trade or sourcing of plants and/or trees linked to the delivery work that they do not contribute to negative plant health or the spread of plant disease and be able to demonstrate the steps taken to manage the risks.

Annex D – Incident Services

Contractor Performance Management - Health, Safety and Environmental

Yellow/Red card process

Dealing with poor performance – yellow & red card process

If a contractor is performing poorly from a health, safety and/or environmental perspective, the system below will be used to address the issue.

This system is not connected with the Dynamic Risk Assessment red carding process.

Triggers for yellow and red card system

The yellow and red card process will be triggered for any of the following issues:

Health and Safety

- For all injuries, fatalities, and Dangerous Occurrences reportable under the 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995' (RIDDOR).
- All electricity cable and gas mains service strikes and other utilities
- All other Near Misses and injuries which in the opinion of the Environment Agency could have resulted in death or serious injury.
- An Improvement or Prohibition Notice is issued by an enforcing authority and the incident or situation giving rise to such notice could have resulted in death or serious injury.
- Management failings, requiring intervention by Environment Agency staff or others to prevent any of the above.

Environmental

- All major incidents (Cat 1 or 2 on NIRS).
- All major non compliances (Cat 1 or 2 on NIRS / CCS) and any instances where permits are missing or not complied with.
- Infringement of legislation that could result in significant environmental damage (such as hazardous waste being disposed of as non-hazardous or mismanagement of protected sites, habitats or species).
- Any near misses or incidents which in the opinion of the Environment Agency could have resulted in a serious incident.
- Management failings, requiring intervention to prevent any of the above.
- Activities that could affect our reputation.

**Action to take
with the yellow
& red card
process**

If any of the issues detailed above occur, the following guidance explains how to issue a yellow or red card.

The degree to which the guidance is implemented will need to be adapted on the risk level and type of work to be undertaken.

For H & S, the issue will be recorded on the appropriate Agency system. For environment, the occurrence will be recorded (and managed) according to procedures on reporting of incidents, near misses and non-compliances and the Regional Environmental Management Advisor (REMA) will be advised. Procurement will also be advised of the intention to trigger the yellow/red card process.

The contractor will be formally advised of the intention to trigger the yellow/red card process.

Yellow Card

When a yellow card is triggered the contractor must stop work and provide a formal action and monitoring plan to ensure no repetition of the same incident.

A yellow card would be issued for:

- Continual indiscretions after repeated verbal challenges for poor practice, including poor quality of documentation.
- Failure to manage sub contractors effectively.
- Poor attitude towards members of the public and land owners.
- Failure to follow method statements and risk assessments.
- A deliberate indiscretion that is felt does not warrant an immediate red card but is of such a serious nature that an action plan should be implemented to ensure the bad practice is not repeated.

Red Card

In cases of extremely serious breaches of health, safety and environmental best practice, following a discussion with the Regional Health and Safety Advisor or Regional Environmental Management Advisor, a red card will be triggered against the contractor who must stop work immediately.

Red cards would be issued for:

- Two yellow card offences over the course of the contract(s) – depending on risk level and duration.
- Serious breach or deliberate act of non-compliance with statutory and Environment Agency health, safety and environmental regulations, directives and codes of practice.
- If a contractor has received a red card they will have been in serious breach of their contract terms and conditions and:
 - Will be asked to leave site immediately.
 - Be suspended from the contract or Framework.
 - May not be asked to tender for a period of one year.

**FRAMEWORK AGREEMENT SCHEDULE 3:
PRICING MATRIX**

1. Pricing Matrix Definitions:

- 1.1 For the purposes of this Schedule 3, unless the context otherwise requires the following provisions shall have the meanings given to them below:

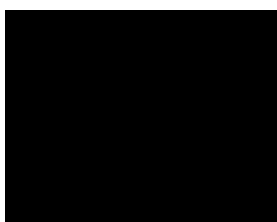
Urgent incident deployment describes situations in which fewer than two weeks' notice is given to providers to deploy to the scene of an incident.

Planned incident deployment describes situations in which at least two weeks' notice is given to providers to deploy to the scene of an incident. Due to the planning time available, Framework Providers are invited to consider whether a discount as a percentage of the urgent incident rate is appropriate.

Furthermore, in situations where incident work (planned or urgent) continues for more than four weeks after deployment, Framework Providers are invited to consider whether a further discount as a percentage of the urgent incident rate is appropriate.

2. Pricing Matrix:

- 2.1 The attached pricing matrix sets out the Framework Provider's rates which shall be used to calculate the price for Services ordered by a Customer under this Framework Agreement.
- 2.2 When preparing pricing for an individual order for Services the Framework Provider shall not exceed the rates set out in the Pricing Matrix, however, it may calculate its price at lower rates should it wish to do so.
- 2.3 The rates listed in the Pricing Matrix shall be fixed for the first two years of this Framework Agreement (from the Framework Commencement Date) and thereafter may be subject to variation in accordance with the provisions of Clause 10 of this Framework Agreement.



FRAMEWORK AGREEMENT SCHEDULE 4
ORDER FORM

Guidance Note: This Order Form is subject to the provisions of the Framework Agreement entered into between the Customer and the Supplier. The Customer can specify its exact requirements on the Order Form when placing a Call-Off Contract. The Order Form cannot be used to alter existing terms or add supplementary terms that materially change the Services offered by the Supplier and defined in the tender documents. There are a small number of terms within the Call-Off Contract that may be defined in the Order Form; these are denoted in the Order Form with the use of square brackets.

ORDER FORM FOR CALL-OFF CONTRACT

FROM

Customer	[.....]
Address	[.....]
Contact Ref:	Ref: [.....] Phone: [.....] E-mail: [.....]
Order Number	[.....] <i>[To be quoted on all correspondence relating to this Order]</i>
Order Date	[.....]

TO

Supplier	[.....]
For attention of:	Name: [.....] Phone: [.....] E-mail: [.....]
Address	[.....]

1. SERVICES REQUIREMENTS

(1.1) Services [and deliverables] required:

This order is for the Services outlined below. It is mutually recognised that the volume of these Services utilised by the Customer may vary from time to time during the course of this Call-Off Contract, subject always to the Call-Off Terms and Conditions:

[Guidance Note: Include sufficient details of the Services, volumes and other information required for the Order. List all Services considered when awarding the Call- Off Contract and likely to be consumed during the term of the Call- Off Contract. Include the period for cleansing and disinfection.]

Due to the elastic/ consumption based nature of the Services, it is not possible to exactly define the consumption of Services over the duration of the Call- Off Contract; hence you should state the initial volumes of all Services that are likely to be consumed during the Call- Off Contract.

(1.2) Lot(s) under which the above Services are being supplied:

LOT 1 – Chemical Sampling, Analysis and Monitoring

LOT 2 – Chemical Remediation

LOT 3 – Chemical Waste Management and Disposal

LOT 4 – Biological Sampling, Analysis and Monitoring

LOT 5 – Biological Remediation

LOT 6 – Biological Waste Management and Disposal

LOT 7 – Radiological / Nuclear Characterisation, Remediation and Waste Management

LOT 8 – Environment Agency: Hazardous Materials

✓

(1.3) Commencement Date:

This Call-Off Contract commences on [INSERT COMMENCEMENT DATE], notwithstanding the date on which the Call-Off Contract is signed by both parties.

(1.4) Completion Date:

Unless terminated earlier pursuant to clauses H1- H5 of the terms and conditions for Call-Off Contract, this Call-Off Contract shall expire on
[.....].

(1.5) Location(s) at which Services are to be provided:

[.....]

2. SUPPLIER SOLUTION

(2.1) Supplier Solution

[.....]

[Guidance: Insert details of the Supplier response. If this is not set out in the Order Form, the definition of Supplier Solution will need to be changed to refer to Schedule 16 which is what the Supplier submitted in their tender].

(2.2) Key Personnel of the Supplier to be involved in the Services [and deliverables]:

[.....]/Set out in schedule 8].

[Guidance: Insert details of the Supplier's project or account manager and any other key members of the Supplier's team].

(2.3) Sub-Contractors to be involved in the provision of Services:

[.....]

[Guidance: Insert details of any Sub- Contractors being used by the Supplier].

3. PRICE AND PAYMENTS

(3.1) Contract Price payable by the Customer excluding VAT, payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS)) Select fixed price or time and materials basis:

Fixed price

[.]

Price based on estimate of time and resources spent

[a) The "Maximum Price" shall mean the maximum price payable by the Customer under this Order Form that is calculated in accordance with Schedule 3 Pricing Matrix of the Framework Agreement. For the avoidance of doubt, there is no contractual obligation within this Order Form to take Services which would require the Authority to pay the full Maximum Price over the Contract Period.

b) The Maximum Price is [INSERT FIGURE] over the Contract Period.

c) The Maximum Price is based on an agreed cost profile detailed in the table below:

[INSERT COST PROFILE TABLE TO BE PROVIDED BY THE SUPPLIER]

d) The Maximum Price shall not be exceeded over the Contract Period, unless via a CCN.]

[Guidance: Insert details of the Contract Price, payment profile and method of payment. This should not be different from the Pricing Matrix set out in Schedule 3 to the Framework Agreement. Consider whether payments should be staged and linked to the achievement of particular milestones].

(3.2) Invoicing and Payment

The Supplier shall issue [electronic]/[paper] invoices [monthly]/[quarterly] in arrears.

The Customer shall pay the Supplier within thirty calendar days of receipt of a Valid Invoice submitted in accordance with this paragraph 3, the payment profile and the provisions of this Call-Off Contract.

[Guidance: if known, specify any additional supporting information which the Supplier should provide with the invoice].

4. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(4.1)

(a) Implementation Plan and Milestones (including dates for completion)

(b) The Implementation Plan as at the Commencement Date is set out below:

Milestone	Key	Milestone Achievement Criteria	Milestone Date	Milestone Payment

(c) Subject to the provisions of the Call-Off Terms and Conditions, the Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

(d) Changes to the milestones shall only be made in accordance with the Variation procedure under clause F6 of the Call-Off Terms and Conditions.

[INSERT ANY FURTHER PERFORMANCE STANDARDS]

(4.2) Standards:

[.....]

Quality Standards

[.....]

Technical Standards

[.....]

(4.3) Call-Off Contract Monitoring Arrangements

[.....]

5. COMMERCIALLY SENSITIVE AND CONFIDENTIAL INFORMATION

(5.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:

[]

[Guidance: Include details of any Commercially Sensitive Information identified by the Supplier and the duration it should be confidential for. This will assist the Authority in respect of compliance with Freedom of Information Act and the section 45 Code published by the Department of Constitutional Affairs.]

6. LIABILITY

1. (6.1) Subject to clause G1.1 of the Call Off Terms and Conditions, the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Call-Off Contract shall in no event exceed £... million.
2. (6.2) Subject to clause G1.1 of the Call Off Terms and Conditions, the annual aggregate liability under the Call-Off Contract of either Party for all Defaults shall in no event exceed the greater of £..... million or per cent of the Call-Off Contract charges payable by the Customer to the Supplier in the year in which the liability arises.
3. ***[Guidance: Consider whether the limitation of liability inserted above is appropriate for the Customer and the size of the Call-Off Contract. Consider whether the above limit for all breaches should be an annual aggregate or just an overall aggregate during the Contract Period and the level it should be set at.]***

7. INSURANCE

(7.1) To comply with its obligations under this Call Off Contract the Supplier shall ensure that the following insurances are held:

- professional indemnity insurance held by the Supplier and by any agent, subcontractor or consultant involved in the supply of the Services and that such professional indemnity insurance has a minimum limit of indemnity of two million pounds sterling or equivalent (£2,000,000) for each individual claim or such higher limit as the Contracting Authority/Customer may reasonably require (and as required by law) from time to time;
- public liability for injury to persons or property with minimum policy limits of two million pounds sterling or equivalent for public liability (£2,000,000) and two million pounds sterling or equivalent for product liability (£2,000,000);
- employers' liability insurance with a minimum limit of five million pounds sterling or equivalent (£5,000,000) or such higher limit as required by law from time to time.

[Guidance: The above limits of insurance are minimum requirements and maybe increased by the Customer where appropriate].

8. SPECIAL CONDITIONS	
(8.1) REPORTS	
Without prejudice to the submission of reports as specified under the Call-Off Contract, the Supplier shall render any additional reports relating to the Services at such time or times, and in such form as the Contract Manager may reasonably require.	
(8.2) MEETINGS	
The Supplier shall, subject to reasonable notice, attend all meetings as specified in the Call-Off Contract or otherwise arranged by the Customer, for the discussion of matters concerned with the Services.	
9. MODIFICATION TO TERMS AND CONDITIONS	
(9.1) Supplemental requirements in addition to Call-Off Terms and Conditions.	
(9.2) Variations to the Call-Off Terms and Conditions.	
(9.3) Alternative and/or Additional Clauses	
<i>[Guidance- Identify which Terms and Conditions should be modified by this Order Form if necessary, subject to any restrictions to modifications under public procurement law]</i>	

By signing and returning this Order Form the SUPPLIER agrees to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Contract that are set out in the Framework Agreement entered into by the Supplier and the Customer on *[insert date of framework agreement]*.

For and on behalf of the Supplier:-

Name and Title	
Signature	
Date	

For and on behalf of the Customer:-

Name and Title	
Signature	
Date	

Contracting Authority	<p>'Contracting Authorities' means the State, regional or local authorities, bodies governed by public law or associations formed by one or more such authorities or one or more such bodies governed by public law, and includes central government authorities, but does not include Her Majesty in her private capacity as defined in the Public Contracts Regulations 2015.</p> <p>http://www.legislation.gov.uk/ukxi/2015/102/pdfs/ukxi_20150102_en.pdf</p>
UK Recovery Handbook for Chemical Incidents	<p>https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/201024/UKRHCI_publication_31st_May_2012_web2.pdf</p>
UK Recovery Handbook for Radiation Incidents	<p>https://www.gov.uk/government/publications/uk-recovery-handbook-for-radiation-incidents-and-associated-publications</p>
UK Recovery Handbook for Biological Incidents	<p>https://www.gov.uk/government/publications/uk-recovery-handbook-for-biological-incidents</p>

FRAMEWORK AGREEMENT SCHEDULE 5 TEMPLATE CALL OFF TERMS

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A. GENERAL PROVISIONS

A1 Definitions and Interpretation:

A1.1 In this Call-Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 to the Framework Agreement or the relevant schedule to the Framework Agreement.

A1.2 The interpretation and construction of this Call-Off Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- (e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- (g) headings are included in the Call-Off Contract for ease of reference only and shall not affect the interpretation or construction of the Call-Off Contract.

A2 Customer's Obligations

A2.1 Save as otherwise expressly provided, the obligations of the Customer under the Call-Off Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Call-Off Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead

to any liability under the Call- Off Contract (howsoever arising) on the part of the Customer to the Supplier.

A3 Supplier's Status

A3.1 At all times during the Contract Period the Supplier shall be an independent contractor and nothing in the Call-Off Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Call-Off Contract.

A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Call- Off Contract shall not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent or employee of the Customer.

A4 Contract Period

A4.1 The Call-Off Contract shall take effect on the Commencement Date and shall expire automatically at midnight on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Call-Off Contract, or otherwise lawfully terminated, or extended under clause F8 (Extension of Contract Period). The total Contract Period (including any extension) of this Call-Off Contract shall not exceed two years without the prior written approval of the Customer.

A5 Notices

A5.1 Subject to Clause A5.3, where the Call-Off contract states that a notice or communication between the Parties must be 'written' or 'in writing', it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery).

A5.2 If it is not returned as undelivered, a notice served:

- (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) in an email is deemed to have been received 4 hours after the time it was sent, provided it was sent on a Working Day or when the other Party acknowledges receipt, whichever is the earlier.

A5.3 Notices pursuant to Clauses G3 (Force Majeure), Clause I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

A5.4 For the purposes of clauses A5.2 and A5.3, the address of each Party shall be as stated in the Order Form.

A5.5 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 Mistakes in Information

A6.1 The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

A7 Conflicts of Interest

A7.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Call-Off Contract. The Supplier will notify the Customer without delay giving full particulars of any such conflict of interest which may arise.

A7.2 The Customer reserves the right to terminate the Call-Off Contract immediately by notice in writing and/or to take or require the Supplier to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Call-Off Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

B. THE SERVICES

B1 The Specification

B1.1 In consideration of the Supplier supplying the Services during the Contract Period in accordance with the Customer's requirements as set out in the Specification and the provisions of the Call-Off Contract the Supplier shall be paid the Contract Price.

B1.2 The Customer may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide free of charge all such facilities as the Customer may

reasonably require for such inspection and examination. In this clause B1, Services include planning or preliminary work in connection with the supply of the Services.

B1.4 Wherever reasonably requested to do so by the Customer, the Supplier shall co-ordinate its activities in supplying the Services with those of the Customer and other contractors engaged by the Customer.

B1.5 Subject to the Customer providing prior Approval in accordance with clause B2.2 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Call-Off Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

B2 Provision and Removal of Equipment

B2.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services, unless otherwise agreed by the Customer in writing.

B2.2 The Supplier shall not deliver any Equipment to nor begin any work on the Premises without obtaining prior Approval.

B2.3 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

B2.4 Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Supplier.

B2.5 If the cost of any Equipment is reimbursed to the Supplier such Equipment shall be the property of the Customer and shall on request be decontaminated and delivered to the Customer as directed by the Customer. The Supplier will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Customer on request and on completion of the Services.

B2.6 The Supplier shall maintain all items of Equipment within the Premises in a safe, clean and serviceable condition.

B2.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

- a) remove immediately from the Premises any Equipment which, in the opinion of the Customer, is either unduly hazardous, noxious or not in accordance with the Call-Off Contract; and

b) replace such item with a suitable substitute item of Equipment.

B2.8 Within 20 Working Days following the completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition unless

otherwise agreed by the Customer. The Supplier is solely responsible for making good any damage to those Premises or any objects (including fixtures and fittings) contained thereon which is caused by the Supplier or any Staff.

B3 Manner of Carrying Out the Services

B3.1 The Supplier shall at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Call-Off Contract, the Supplier shall agree the relevant standard of the Services with the Customer prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Call-Off Contract in accordance with the Law and Good Industry Practice.

B3.2 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Supplier shall ensure that those Staff are properly managed and supervised.

B3.3 The Supplier shall ensure that the Supplier and its Staff supplying the Services comply with its obligations as a collaboration partner in Schedule 12 Collaboration Standards of the Framework Agreement.

B3.4 The Supplier shall notify the Customer in writing when it has completed any installations. Following receipt of such notice, the Customer shall inspect the installation and shall, by giving notice to the Supplier:

(a) accept the installation; or

(b) reject the installation and inform the Supplier why, in the Customer's reasonable opinion, the installation does not satisfy the Specification.

B3.5 If the Customer rejects the installation pursuant to clause B3.4(b), the Supplier shall immediately rectify or remedy and defects and if, in the Customer's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Customer may terminate the Call-Off

Contract with immediate effect by notice.

B3.6 The installation shall be complete when the Supplier receives a notice issued by the Customer in accordance with Clause B3.4(a). Notwithstanding acceptance of any installation in accordance with clause B3.4(a), the Supplier shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Customer of the installation.

B3.7 During the Contract Period, the Supplier shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Supplier and Staff to carry out the installation;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (c) not, in delivering the Services, in any manner endanger the safety of convenience of the public.

B3.8 The Supplier shall continue to perform all of its obligations under this Call-Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call-Off Contract; and/or
- (b) the existence of an unresolved dispute.

B4 Key Personnel

B4.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Customer.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to the Approval of the Customer. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Customer shall not unreasonably withhold its agreement under clauses B4.2 or

B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Call-Off Contract which could be caused by a change in Key Personnel.

B4.5 The Customer may, by notice to the Supplier, ask the Supplier to remove any Key Personnel whose continued presence would, in the reasonable opinion of the Customer, be undesirable. The Supplier shall comply with any such request immediately.

B5 Supplier's Staff

B5.1 The Customer may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

B5.2 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Call-Off Contract to the Customer's Premises, specifying the capacities in which they are concerned with the Call-Off Contract and giving such other particulars as the Customer may reasonably request.

B5.3 The Supplier shall ensure that all Staff employed or engaged in the provision of the Services and who have access to the Authority System or any data or information of the Customer, or handle any data or information of the Customer, have been cleared in accordance with the Staff Vetting Procedures. The Supplier confirms that all Staff employed or engaged by the Supplier were either vetted by the Customer in accordance with the Staff Vetting Procedures or recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and this was accepted by the Customer.

B5.4 If the Supplier fails to comply with clause B5.2 immediately upon request and in the reasonable opinion of the Customer, such failure may be prejudicial to the interests of the Crown, then the Customer may terminate the Call-Off Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

B5.5 The decision of the Customer as to whether any person is to be refused access to the Customer's Premises and as to whether the Supplier has failed to comply

with clause B5.2 shall be final and conclusive.

B6 Inspection of Premises

B6.1 Save as the Customer may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender or other offer to supply the Services and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Call-Off Contract.

B7 Licence to Occupy Premises

B7.1 Any land or Premises made available from time to time to the Supplier by the Customer in connection with the Call-Off Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Call-Off Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Call-Off Contract.

B7.2 The Supplier shall limit access to the land or Premises referred to in clause B7.1 to such Staff as is necessary to enable it to perform its obligations under the Call-Off Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Customer may reasonably request.

B7.3 Should the Supplier require modifications to the Customer's Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Customer.

B7.4 The Supplier shall (and shall ensure that any Staff that are engaged within the boundaries of the Customer's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Customer's Premises or for the use of such Customer Premises as determined by the Customer, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear or where purposefully occurring as a result of the method of delivering the Service, by agreement between the Parties. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

B7.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no

such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Call- Off Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

B8 Property

B8.1 All Property shall be and remain the property of the Customer and the Supplier irrevocably licenses the Customer and its agents to enter any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not

in any circumstances have a lien or any other interest on the Property and the Supplier shall at all times possess the Property as fiduciary agent and bailee of the Customer. The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Customer.

B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier, unless the Supplier notifies the Customer otherwise within 5 Working Days of receipt.

B8.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Call-Off Contract and for no other purpose without prior Approval.

B8.4 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time. For the avoidance of doubt, the Supplier is required to comply with the security arrangements put in place by the Customer. Only in exceptional cases will the Supplier be required to provide security to the site, and only by prior agreement between the Parties.

B8.5 The Supplier shall be liable for all loss of, or damage to, the Property unless such loss or damage was caused by the Customer's Default. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Competitive terms

B9.1 If the Customer is able to obtain from any subcontractor or any other third party more favourable commercial terms with respect to the supply of any materials,

equipment, software, goods or services used by the Framework Provider in the supply of the Services, then the Customer may:

- (a) require the Framework Provider to replace its existing terms with its subcontractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
- (b) enter into a direct agreement with that subcontractor or third party in respect of the relevant item.

B9.2 If the Customer exercises either option in clause B9.1 of this Framework Agreement then the framework prices shall be reduced by an amount that is agreed.

B9.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to the following:

- (a) the Customer shall make the relevant item available to the Framework Provider where this is necessary for the Framework Provider to provide the Services; and
- (b) any reduction in the framework prices taking into account any unavoidable costs payable by the Framework Provider in respect of the substituted item, including in respect of any licence fees or early termination charges.

B10 Offers of Employment

B10.1 In respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter, the Supplier shall not employ or offer employment to any of the Customer's staff who have been associated with the Services and/or the Contract without Approval.

B11 Employment Provisions

B11.1 Not later than 12 Months prior to the end of the Contract Period, the Supplier shall fully and accurately disclose to the Customer all information that the Customer may reasonably request in relation to the Staff including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B11.1 (a);
- (c) the terms and conditions of employment/engagement of the Staff referred to

in clause B11.1 (a), their job titles and qualifications;

- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

B11.2 At intervals determined by the Customer (which shall not be more frequent than once every 30 days) the Supplier shall give the Customer updated TUPE Information.

B11.3 Each time the Supplier supplies TUPE Information to the Customer it shall warrant its completeness and accuracy and the Customer may assign the benefit of this warranty to any Replacement Supplier.

B11.4 The Customer may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.

B11.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier shall indemnify and keep indemnified the Customer, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:

- (a) the provision of TUPE Information;
- (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
- (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Customer or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
- (d) any claim (including any individual employee entitlement under or consequent

on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

- (e) any claim by any person who is transferred by the Supplier to the Customer and/or a Replacement Supplier whose name is not included in the list of Returning Employees.

B11.6 If the Supplier becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Customer and provide the Supplier with up to date TUPE Information.

B11.7 This clause B11 applies during the Contract Period and indefinitely thereafter.

B11.8 The Supplier undertakes to the Customer that, during the 12 Months prior to the end of the Contract Period the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C. PAYMENT AND CONTRACT PRICE

C1 Contract Price

C1.1 In consideration of the Supplier's performance of its obligations under the Call-Off Contract, the Customer shall pay the Contract Price in accordance with clause C2 (Payment and VAT).

C1.2 Where members of the Supplier's Staff are quarantined in accordance with Public Health England's instructions following a decontamination, the time spent in quarantine by the Supplier's staff shall be paid by the Customer to the Supplier at 70% of normal rates in the Pricing Matrix.

C1.3 The Customer shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Call-Off Contract.

C2 Payment and VAT

C2.1 The Supplier shall submit a Valid Invoice to the Customer at the periods specified by the Customer in the Order Form. A Valid Invoice must contain the reference number of the relevant Purchase Order.

C2.2 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable. The Supplier shall show the amount of VAT payable separately on all invoices as an extra charge. Where the Supplier fails to show VAT on any invoice, the Customer will not, at any later date, be liable to pay the Supplier any additional VAT.

C2.3 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Customer in writing. The Customer shall provide the Supplier with a Purchase Order number and the Supplier shall include that number on every invoice submitted. Invoices without a valid Purchase Order number will be rejected.

C2.4 The Valid Invoices submitted in accordance with clause C2.1 above (and checked and signed by Supplier's Representative as being accurate and complete) shall, where required by the Customer, be accompanied by supporting timesheets and any other supporting documentation requested by the Customer relating to the Services, and contain at least the following information:

- the Supplier's full name, address and title of the project;
- the name of the individuals to whom the timesheet relates and hourly rates for each;

- identification of which individuals are the Supplier's staff and which are Sub-Contractors;
- details of plant or materials operated and on standby;
- separate identification of time spent travelling and/or meal or rest breaks; and
- where appropriate, details of journeys made and distances travelled.
- identification of which Services are provided by the Supplier and which are provided by Sub-Contractors;
- the address of the Premises and the date(s) on which work was undertaken;
- where appropriate, the time spent working on the Premises by the individuals concerned (i.e. clocking on and off)
- where appropriate, time spent by drivers 'driving';
- details of the type of work undertaken by the individuals or disposal facility concerned, including where appropriate; method of disposal, quantity of waste (in tonnes); Purchase Order number.

The timesheets must be signed, dated and verified by the Contract Manager or Customer supervising officer on the Premises. If properly completed and verified timesheets fully covering the work comprised in a Valid Invoice are not received along with a Valid Invoice then the Customer shall have no obligation to pay invoices to which those timesheets relate.

If the Customer requires the Framework Provider to purchase any material, the price of the material shall not exceed the price available to the Customer through any relevant agreement to which the Customer has access unless the Customer has so authorised in advance in writing.

C2.17 Unless there is a genuine dispute with regard to an Invoice, the Customer shall pay all sums due to the Supplier within thirty (30) Working Days of Receipt of a Valid Invoice, to be submitted in arrears.

C2.18 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

C2.19 Where the Supplier enters into a Sub-Contract with a supplier or contractor for

the purpose of performing its obligations under the Call-Off Contract, it shall ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) Working Days from the receipt of a Valid Invoice.

C2.20 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Call-Off Contract. Any amounts due under this clause C2.20 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

C2.21 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Call-Off Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money.

C3 Recovery of Sums Due

C3.1 Wherever under the Call-Off Contract any sum of money is recoverable from or payable by the Supplier to the Customer (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Call-Off Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Customer under the Call-Off Contract or under any other agreement or contract with the Customer or the Crown.

C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Supplier shall make all payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Call-Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Contract Price During Extension of the Contract Period

C4.1 Subject to the Order Form and the provision in clause F6 (Variation), the Contract

Price shall apply for the Contract Period and following an extension pursuant to clause F8 (Extension of Contract Period), to the date of expiry of the extended period, or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Call-Off Contract.

C5 Euro

C5.1 Any requirement of Law to account for the Services in Euro (or to prepare for such accounting), instead of and/or in addition to sterling, shall be implemented by the Supplier free of charge to the Customer.

C5.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause C5.1 by the Supplier.

C2.5 The Customer shall not pay the Supplier time spent on meal or rest breaks, and the Supplier shall ensure that all workers take adequate meal or rest breaks.

C2.6 The Customer shall not pay for plant which is not used during a meal or rest break.

C2.7 Meal and rest breaks will include breaks both in or outside an individual's workplace along with an time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.

C2.8 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Supplier's rates and Contract Price must include such breaks.

C2.9 The Customer shall not pay the Supplier's overhead costs unless specifically agreed in writing by the Customer and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

C2.10 If the Order Form expressly provides that the Customer may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Customer has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.

C2.11 The Customer shall pay only for the time spent by Staff working on the Premises.

C2.12 The Customer shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff

were available (unless the standby is because the Supplier is awaiting licensing of the Premises on the Customer's instructions).

C2.13 No payment will be chargeable to or payable by the Customer in respect of any plant or equipment which is stood down during any notice period pursuant to Condition H1 (Termination on Insolvency and Change of Control), H2 (Termination on Default), H3 (Termination without Cause on Notice) and H4 (Termination under the Public Contracts Regulations 2015) and the Supplier shall be under a duty to mitigate such costs as far as is reasonably possible e.g. by reutilising staff, plant, materials and services on other current or forthcoming applications or projects.

C2.14 In submitting any Valid Invoice for payment, the Supplier, if registered for VAT, shall produce valid VAT invoices and the Customer shall have no obligation to pay any claimed sums which are not supported by a VAT invoice from the Supplier. Only the Supplier's Valid Invoices may be submitted for payment, no invoices from any other party will be payable by the Customer. Where different rates of VAT apply to the Services then the Supplier shall submit a separate invoice in respect of each of the Services which attract different VAT rates.

C2.15 Expenses may only be claimed by the Supplier where these are clearly identified, compliant with the Customer's travel and subsistence policy, supported by original receipts and agreed in advance by the Customer in writing.

C2.16 Where the Customer, at its sole discretion, makes any payment to the Supplier prior to the submission of a Valid Invoice (whether an interim payment or any other payment whatsoever) then this payment shall be on account of and deductible from the next payment to be made. If any overpayment has been made or the payment or any part is not supported by a Valid Invoice or timesheet in accordance with the requirements of this Call-Off Contract then the Customer shall be entitled to recover this payment against future invoices raised or directly from the Supplier. All payments made by the Customer to a Supplier shall be on an interim basis pending final resolution of an account with a Supplier in accordance with the terms of this clause C2.

D. STATUTORY OBLIGATIONS AND REGULATIONS AND OTHER REQUIREMENTS

D1 Prevention of Fraud and Bribery

D1.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) 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

- (b) 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.

D1.2 The Supplier shall not, during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority, Customer or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Supplier shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Customer on request.

D1.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) 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
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Call-

Off Contract or otherwise suspects that any person directly or indirectly connected with the Call-Off Contract has committed or attempted to commit a Prohibited Act.

D1.5 If the Supplier notifies the Customer pursuant to clause D1.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to Audit any books, records and/or any other relevant documentation.

D1.6 If the Supplier is in Default under clauses D1.1 and/or D1.2, the Customer may by notice:

- (a) require the Supplier to remove from performance of the Call-Off Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Call-Off Contract.

D1.7 Any notice served by the Customer under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Customer believes has committed the Prohibited Act and the action that the Customer has taken (including, where relevant, the date on which the Call-Off Contract shall terminate).

D2 Not Used

D3 Discrimination

D3.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii. the Customer's equality and diversity policy as given to the Supplier from time to time;
 - iii. any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Supplier at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Customer 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).

D4 The Contracts (Rights of Third Parties) Act 1999

- D4.1 The provisions of clauses B10.5 and E8.3 confer benefits on persons named in such provisions (together “Third Party Provisions”) other than the Parties (each person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“CRTPA”).
- D4.2 Subject to clause D4.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- D4.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- D4.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D5 Environmental Requirements

- D5.1 The Supplier shall in the performance of the Call-Off Contract have due regard to the Customer’s Environmental, Sustainable Procurement and Ethical Procurement policy statements, the Greening Government Commitments Targets (<https://www.gov.uk/government/publications/greening-government-commitments-targets>) and in addition, shall assist the Customer in achieving the Sustainable Development in Government targets (“**SDIG**”). These statements and targets require the Customer through its procurement and management of suppliers to inter alia:
- (a) conserve energy, water, wood, paper and other resources and reduce waste;
 - (b) phase out the use of ozone depleting substances;
 - (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
 - (d) minimise the use of products harmful to health and the environment

such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Customer;

- (e) reduce fuel emissions wherever possible;
- (f) maximise the use of recovered materials in its provision of the Services under this Call-Off Contract and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 The Supplier shall ensure that any equipment and materials used in the provision of the Services do not contain:

- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances, and/or
- (b) HFCs and other gaseous and non – gaseous substances with a high global warming potential,

unless given written permission by the Customer to do so.

D5.3 In accordance with the Customer's commitments under SDIG, the Supplier shall where relevant to its delivery of the Services under this Call-Off Contract assist the Customer in achieving its departmental sustainable operations targets by: conserving energy and water; reducing carbon emissions and other greenhouse gases; minimising the use of

substances damaging or hazardous to health and the environment; reducing waste by, for example, using resources more efficiently and reusing, recycling and composting; and respecting biodiversity.

D5.4 The Customer is required to report to Ministers, the Office of Government Commerce and others on the progress that it is making in delivering Government policies through procurement and in meeting targets for SDIG and sustainable procurement. Where required by the Customer in writing, the Supplier shall provide the Customer with the information requested in order to enable the Customer to comply with those

reporting requirements within ten (10) Working Days of such request being made.

D5.5 The Supplier shall ensure that its Staff assigned to the Call-Off Contract are aware of the Customer's sustainability objectives and how this Call-Off Contract will facilitate the achievement of those objectives.

D5.6 The Supplier shall comply with the minimum environmental mandatory standards in the "Government Buying Standards" and in addition where required by the Customer, comply with any relevant "Best Practice" and "Class Leader" standards in relation to any goods on that list which are supplied to the Customer by or on behalf of the Supplier under this Call-Off Contract.

D5.7 In relation to climate change adaptation, the Supplier shall:

- (a) Identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of Services to the Customer under this Call-Off Contract; and
- (b) Where such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of Services under this Call-Off Contract.

D6 Timber and Wood Derived Products

D6.1 For the purposes of this clause D6, the following terms shall have the following meanings:

- (a) **"Timber and wood-derived products"** means any product that contains wood or wood fibre, with the exception of "recycled" materials (see below). Such products range from solid wood to those where the manufacturing

processes obscure the wood element (e.g. paper). Timber and wood-derived products supplied or used in performance of the Call-Off Contract that have been recycled or reclaimed are referred to as "recycled" timber, which is defined below. Timber and wood-derived products supplied or used in performance of the Call-Off Contract that are not recycled are referred to as "virgin" timber when the distinction needs to be made for clarity. Short-

rotation coppice is exempt from the requirements for timber and wood-derived products and falls under agricultural regulation and supervision rather than forestry.

- (b) **“Legal and Sustainable”** means production and process methods, also referred to as timber production standards, and in the context of social criteria, contract performance conditions (only), as defined by the document titled *"UK Government timber procurement policy: Definition of Legal and Sustainable for timber procurement"* (available from the Customer on request and from the CPET website). The edition current on the day the Call-Off Contract is awarded shall apply.
- (c) **“FLEGT”** means Forest Law Enforcement, Governance and Trade, and is a reference to the EU scheme to address the problem of illegally logged timber
- (d) **“FLEGT-licensed”** means production and process methods, also referred to as timber production standards, and in the context of social criteria, contract performance conditions (only), as defined by a bilateral Voluntary Partnership Agreement (VPA) between the European Union and a timber-producing country under the FLEGT scheme, where both Parties have agreed to establish a system under which timber that has been produced in accordance with the relevant laws of the producing country, and other criteria stipulated by the VPA, are licensed for export by the producing country government. This may also include any timber that has been independently verified as meeting all the producing country's requirements for a FLEGT licence, where a VPA has been signed but the FLEGT licensing system is not fully operational. Evidence from a country that has not signed up to a VPA which demonstrates that all of the requirements equivalent to FLEGT-licensed timber have been met will also be acceptable. CPET will produce further guidance on FLEGT- licensed or equivalent timber in due course.
- (e) **“Recycled”** means recovered wood that prior to being supplied to the Customer had an end use as a standalone object or as part of a structure. The term "recycled" is used to cover the following categories: pre-consumer recycled wood and wood fibre or industrial by products but excluding sawmill

co-products (sawmill co- products are deemed to fall within the category of virgin timber), post-consumer recycled wood and wood fibre, and drift wood. It also covers reclaimed timber which was abandoned or confiscated at least ten years previously. Documentary evidence and independent verification also apply to recycled materials, but will focus on the use to which the timber was previously put rather than the forest source.

- (a) **“Short-rotation coppice”** means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK government timber procurement policy requirements and falls under agricultural regulation and supervision rather than forestry. The exemption only refers to short-rotation coppice, and not 'conventional' coppice which is forest management and therefore subject to the timber policy.

- (f) **“CPET”** means the UK Government’s Central Point of Expertise on Timber.

D6.2 All Timber and wood-derived products supplied or used by the Supplier in performance of the Call-Off Contract (including all Timber and wood-derived products supplied or used by Sub-Contractors) shall comply with the Specification.

D6.3 In addition to the requirements of D6.2 above, all Timber and wood-derived products supplied or used by the Supplier in performance of the Call-Off Contract (including all Timber and wood-derived products supplied or used by Sub-Contractors) shall originate from a forest source where management of the forest has full regard for:

- (a) Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (b) Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (c) Safeguarding the basic labour rights and health and safety of forest workers.

D6.4 If requested by the Customer, and not already provided at the tender evaluation stage, the Supplier shall provide to the Customer evidence that the Timber and wood-derived products supplied or used in the performance of the Call-Off Contract complies with the requirements of the Services and the social criteria defined in D6.3 above.

D6.5 The Customer reserves the right at any time during the Contract Period and for a period of six (6) years from final delivery under the Call-Off Contract to require the Supplier to

produce the evidence required for the Customer's inspection within fourteen (14) Working Days of the Customer's written request.

- D6.6 The Supplier shall maintain records of all Timber and wood derived products delivered to and accepted by the Customer. Such information shall be made available to the Customer if requested, for a period of six (6) years from final delivery under the Call- Off Contract.
- D6.7 The Customer reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy the Customer that the Timber and wood-derived product complies with the Specification and the social criteria defined in D6.3 above. In the event that the Customer is not satisfied, the Supplier shall commission and meet the costs of an "independent verification" and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria.
- D6.8 In this Call-Off Contract, "**Independent Verification**" means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to *ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems (as amended from time to time)* or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to *ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies* (as amended from time to time) or equivalent.
- D6.9 The Customer reserves the right to reject any Timber and wood-derived products that do not comply with the Specification or the social criteria defined in D6.3 above. Where the Customer exercises its right to reject any Timber and wood-derived products, the Supplier shall supply alternative Timber and wood-derived products, which do so comply, at no additional cost to the Customer and without causing delay to the Call-Off Contract completion period.

D7 Health and Safety

- D7.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's Premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- D7.2 While on the Customer's Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

- D7.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- D7.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's Premises in the performance of its obligations under the Call-Off Contract.
- D7.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

D8 Human Rights

- D8.1 The Customer is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Customer expects the Supplier to share this commitment and to understand any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online at: <https://www.ilo.org/global/standards/lang-en/index.htm>.

The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:

D8.1.1 pay staff fair wages and pays its staff in the UK not less than the Real Living Wage Rates as set by the Living Wage Foundation which can be found online at <https://www.livingwage.org.uk/what-real-living-wage>; and

D8.1.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

D8.2 Human Right - Modern Slavery, Child Labour, Inhumane Treatment

The Supplier must ensure its Supplier Staff and its sub-contractors and its (or their) supply chain comply with the provisions of the Modern Slavery Act 2015. The Supplier throughout the Term:

D8.2.1 shall not use, nor allow its sub-contractors and its (or their) supply chain to use forced, bonded or involuntary prison labour;

D8.2.2 shall not require any Supplier Staff to lodge deposits or identity papers with the Employer and shall be free to leave their employer after reasonable notice;

D8.2.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

D8.2.4 warrants and represents 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;

D8.2.5 shall make reasonable enquires to ensure that the Supplier Staff, its sub-contractors, and their supply chain have not been convicted of slavery or human trafficking offenses anywhere around the world;

D8.2.6 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 sub- contractors' anti-slavery and human trafficking provisions;

D8.2.7 shall implement due diligence measures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

D8.2.8 shall not use, nor allow its subcontractors or its or their Supplier Staff 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 sub-contractors;

D8.2.9 shall not use or allow child or slave labour to be used by its sub-contractors; and its [or their] supply chain

D8.2.10 shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors and its (or their) supply chain to the Authority at the earliest opportunity.

D8.2.11 shall remedy or work with their subcontractors to remedy any labour abuses uncovered in operations or supply chains. They should submit, agree and deliver an action plan to remedy any modern slavery issues.

D9 EQUALITY, DIVERSITY, & INCLUSION (EDI)

D9.1 The Supplier will support the Customer to achieve its Public Sector Equality Duty by complying with the Customer's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff and its subcontractors in the delivery of its obligations under this Contract:

D9.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010

D9.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities.

D9.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

D9.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not; and

D9.1.5 fosters good relations between people who share a protected characteristic and people who do not share it.

D9.1.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract.

D9.1.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract

D9.2 The Supplier is responsible for;

D9.2.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and

D9.2.2 how it creates and maintains a diverse workforce

D9.3 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

D10 SUSTAINABILITY

D10.1 The Supplier must comply with the Customer's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements

D10.2 The Supplier shall ensure that any Goods, Services or works are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with legislation.

D10.3 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract. We expect third party certification from a UKAS approved accreditation body (Or its equivalent).

D10.4 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract and when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Customer:

D10.4.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Customer in meeting their net zero carbon commitments.

D10.4.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;

D10.4.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

D10.4.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments

D10.4. look to enhance the natural environment and connect communities with it

E PROTECTION OF INFORMATION

E1 Authority Data

E1.1 For the purposes of clauses E1 and 2, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meanings prescribed under the DPA.

E1.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

- E1.3 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Contract or as otherwise expressly authorised in writing by the Customer.
- E1.4 To the extent that Authority Data is held and/or Processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.5 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Authority Data.
- E1.6 The Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Customer immediately upon request.
- E1.7 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the HMG Security Policy Framework.
- E1.8 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Customer may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
 - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- E1.9 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

E2 Data Protection Act Compliance

- E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 18 of the Framework Agreement. The Supplier shall process data in accordance with Schedule 18 of the Framework Agreement.
- E2.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

- E2.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- E2.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract:
- (a) process that Personal Data in accordance with Schedule 18 of the Framework Agreement unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 18 of the Framework Agreement);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this

clause;

- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) 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 Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier 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 Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Supplier shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract, it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's

obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority;
- (e) 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
- (f) becomes aware of a Data Loss Event.

E2.6 The Supplier's obligation to notify under clause E2.5 shall include the provision of further information to the Customer in phases, as details become available.

E2.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

E2.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E2.9 The Supplier shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.

E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

E2.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

E2.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Contract).

E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Security

E3.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Supplier shall comply with all security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.

E3.2 The Customer shall provide to the Supplier upon request copies of its written security

procedures.

E3.3 The Supplier shall, as an enduring obligation throughout the Call-Off Contract, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E3.4 Notwithstanding clause E3.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

E3.5 Any cost arising out of the actions of the Parties taken in compliance with clause E3.4 shall be borne by the Parties as follows:

(a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Supplier); and

(b) by the Customer if the Malicious Software originates from the Authority Software or the Authority Data (whilst the Authority Data was under the control of the Customer).

E3.6 The Supplier shall comply with and be responsible for maintaining the baseline personnel security standards as stated in Schedule 14 Staff Security Vetting Procedures of the Framework Agreement prior to commencement of and during the Contract Period of any Call-Off Contract.

E4 Confidential Information

E4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Call-Off Contract, the Supplier shall treat all Confidential Information belonging to the Customer as confidential and shall not disclose any Confidential Information belonging to the Customer to any other person without the prior written consent of the Customer, except to such persons and to such extent as may be necessary for the performance of the Supplier's obligations under the Framework Agreement or the Call-Off Contract.

E4.2 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Framework Agreement or the Call-Off Contract, the Customer shall treat all Confidential Information belonging to the Supplier as confidential and shall not disclose any Confidential Information belonging to the Supplier to any other person without the prior written consent of the Supplier, except to such persons and to such extent as may be

necessary for the performance of the Customer's obligations under the Framework Agreement or the Call-Off Contract.

- E4.3 The Supplier hereby gives its consent for the Customer to publish the whole Call-Off Contract (but with any Confidential Information belonging to the Customer redacted) including from time to time agreed changes to the Call-Off Contract, to the general public.
- E4.4 Where required by the Customer, the Supplier shall ensure that Staff, professional advisors and consultants sign a confidentiality agreement in substantially the form attached in Schedule 17 of the Framework Agreement prior to commencing any work in connection with the Call-Off Contract. The Supplier shall maintain a list of the confidentiality agreements completed in accordance with clause 12.3 of the Framework Agreement. Where requested by the Customer, the Supplier shall provide the Customer with a copy of the list and, subsequently upon request by the Customer, copies of such of the listed confidentiality agreements as required by the Customer. The Supplier shall ensure that its Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Framework Agreement.
- E4.5 The Supplier may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- E4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Framework Agreement or the Call-Off Contract.
- E4.7 Clause E4.1 and E4.2 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or the Call-Off Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.

E4.8 Nothing in clauses E4.1 and E4.2 shall prevent the Customer disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Customer's accounts; or
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources; or
- (c) to any government department or any other Contracting Authority and the Supplier hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
- (d) to any consultant, contractor or other person engaged by the Customer,

provided that in disclosing information under sub-clauses E4.7(c) and (d) the Customer discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

E4.9 Nothing in clauses E4.1 to E4.2 of the Framework Agreement shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement or Call-Off Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

E4.10 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause E4 is made aware of the Customer's obligations of confidentiality.

E4.11 In the event that the Supplier fails to comply with clauses E4.1 to E4.6, the Customer reserves the right to terminate the Call-Off Contract with immediate effect by notice in writing. The Customer reserves the right to terminate or suspend the Call-Off Contract in the event that the Supplier or its Staff fail to comply with this clause E4. A suspension notice given to a Supplier pursuant to clause E4 must specify the period of suspension.

E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Call-Off Contract,

the Supplier undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.

E4.13 The Supplier will immediately notify the Customer of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Call-Off Contract and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Supplier's obligations under clauses E4.1 to E4.5. The Supplier will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

E4.14 The Supplier shall, at its own expense, alter any security systems at any time during the Contract Period at the Customer's request if the Customer reasonably believes the Supplier has failed to comply with clause E4.12.

E4.15 All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Customer and notified to the Customer, upon request or upon completion of the task for the purposes of which such Confidential Information was released.

E4.16 In the event that the Supplier fails to comply with clause E4.1, the Supplier agrees that monetary damages would not be a sufficient remedy for breach of clause E4.1 and that the Customer shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of clause E4.1.

E5 Freedom Of Information

E5.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

E5.2 The Supplier shall, and shall procure that any Sub-Contractor shall, transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information:

- (a) provide the Customer with a copy of all Information in its possession or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
- (b) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the

time for compliance set out in section 10 of the FOIA and/or regulation 5 of the Environmental Information Regulations.

E5.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.

E5.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

E5.5 The Supplier acknowledges that (notwithstanding the provisions of clause E4 (Confidential Information)) the Customer may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services in certain circumstances:

- (a) without consulting the Supplier; or
- (b) following consultation with the Supplier and having taken its views into account;

provided always that where clause E5.5(a) applies the Customer shall, in accordance with any recommendations of the Codes of Practice under the FOIA or the Environmental Information Regulations, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

E5.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

E5.7 The Supplier acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with this clause E5.

E5.8 The Customer shall not be liable for any loss, damage, harm or other detriment suffered by the Supplier arising from the disclosure of any Information falling within the scope of the FOIA and/or the Environmental Information Regulations.

E6 Publicity, Media and Official Enquiries

E6.1 Without prejudice to the Customer's obligations under the FOIA, the Environmental Information Regulations or any obligations under the Public Contracts Regulations 2015

(as amended), or any policy requirements as to transparency, the Supplier shall not make any press announcement or publicise the Framework Agreement or Call-Off Contract or any part thereof in any way, except with the prior written consent of the Authority.

E6.2 The exception to clause E6.1 is that the Customer is tasked with publicising the Framework Agreement to government and critical national infrastructure partners.

E6.3 The Supplier agrees that monetary damages would not be a sufficient remedy for breach of clause E6.1 and that the Customer shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of clause E6.1.

E6.4 The Supplier shall use its best endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.

E6.5 The Supplier shall at all times during the Framework Agreement on written demand indemnify the Customer and keep the Customer fully indemnified against all losses, incurred by, awarded against or agreed to be paid by the Supplier arising out of any claim or infringement or alleged infringement resulting from the Supplier's unauthorised use of the Customer's logo.

E7 Intellectual Property Rights

E7.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs images, videos or other material which is:

- (a) furnished to or made available to the Framework Provider by or on behalf of the Customer;
- (b) prepared by or for the Supplier on behalf of the Customer for use, or intended use, in relation to the performance by the Supplier of its obligations under the Framework Agreement or the Call-Off Contract; or
- (c) the result of any work done by the Supplier, the Staff or any Sub-Contractor in relation to the provision of the Services including any images and videos prepared in accordance with paragraph 5.2 of Part C of Schedule 2 in the Framework Agreement (together with E7.1 (b) and (c) above, the "**IP Materials**"),

shall vest in the Customer (save for Copyright and Database Rights) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without prior

Approval save to the extent necessary for performance by the Supplier of its obligations under the Framework Agreement or the Call-Off Contract.

E7.2 The Framework Provider hereby assigns:

- (a) to the Customer, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clause 16.1(b) and (c). This assignment shall take effect on the date of the Call-Off Contract or (in the case of rights arising after the date of the Call-Off Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier.
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clause 16.1(a) and (c).

The Supplier shall execute all documentation and do all acts as are necessary to execute this assignment.

E7.3 The Supplier shall waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Framework Agreement or the Call-Off Contract or the performance of its obligations under the Framework Agreement or the Call-Off Contract.

E7.4 The Supplier shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Call-Off Contract grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same manner. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Customer to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Supplier or to any other third party supplying services to the Customer.

E7.5 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Supplier shall, during and after the Contract Period, indemnify and keep indemnified and hold the Customer, Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer, Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause E7.5, except to the extent that any such claim results directly from:

- (a) items or materials based upon designs supplied by the Customer; or

- (b) the use of data supplied by the Customer which is not required to be verified by the Supplier under any provision of the Framework Agreement or the Call-Off Contract.
- E7.6 The Customer shall notify the Supplier in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Customer.
- E7.7 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Customer or the Supplier) arising from the performance of the Supplier's obligations under the Framework Agreement or the Call-Off Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
 - (a) consult the Customer on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Customer; and
 - (c) not settle or compromise any claim without prior Approval (not to be unreasonably withheld or delayed).
- E7.8 The Customer shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Supplier shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not be required to indemnify the Customer under this clause E7.8 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E7.5(a) or E7.5(b).
- E7.9 The Customer shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.
- E7.10 If any Third Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the v and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses 16.4 and Call-Off Contract clause G2.1(g) (Warranties and Representations)) use its best endeavours to:
 - (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

- (b) procure a licence to use the Intellectual Property Right(s) and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Customer,

and in the event that the Supplier is unable to comply with clauses E7.10(a) or E7.10(b) within twenty (20) Working Days of receipt by the Customer of the Supplier's notification the Customer may terminate the Call-Off Contract with immediate effect by notice.

E7.11 The Supplier grants to the Authority and Customer a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority or Customer reasonably requires in order to exercise its rights under, and receive the benefit of, the Call-off Contract (including, without limitation, the Services).

E8 Audit

- E8.1 The Supplier shall keep and maintain until six (6) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of its Call-Off Contracts including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records and processes as may be requested by the Customer in connection with the Call-Off Contract.
- E8.2 The Supplier agrees to make available to the Customer, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.
- E8.3 The Supplier shall permit duly authorised representatives of the Customer and/or the National Audit Office to examine the Supplier's records and documents relating to the Supplier and to provide such copies and oral or written explanations as may reasonably be required.
- E8.4 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and its appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of its financial audit of the Customer and for carrying out examinations into the economy, efficiency and effectiveness with which the Customer has used its

resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

E9 Official Secrets Act 1911 to 1989, Section 182 of the Finance Act 1989

E9.1 The Supplier shall comply with, and shall ensure that its Staff comply with, the provisions of:

- a) the Official Secrets Acts 1911 to 1989; and
- b) Section 182 of the Finance Act 1989.

E9.2 In the event that the Supplier or its Staff fail to comply with this clause E9.1, the Customer reserves the right to terminate the Call-Off Contract by giving notice in writing to the Supplier.

E9.3 A suspension notice given to a Supplier pursuant to clause E9.2 must specify the period of suspension.

E10 Tax Compliance

E10.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Customer in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Customer:
 - i) details of the steps it is taking to address the Occasion of Tax Non- Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

E10.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Customer against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

- F1.1 If the Customer informs the Supplier in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of the Call-Off Contract or differs in any way from those requirements, and this is not as a result of a Default by the Customer, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Call-Off Contract within such reasonable time as may be specified by the Customer.

F2 Monitoring of Contract Performance

- F2.1 The Supplier shall immediately inform the Customer if any aspect of the Call-Off Contract is not being or is unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F2.2 At or around six (6) Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "**Review Date**"), the Customer may carry out a review of the performance of the Supplier ("**Checkpoint Review**") in respect of this Call-Off Contract. Without prejudice to the generality of the foregoing, the Customer may in respect of the period under review consider such items as (but not limited to): the Supplier's performance in respect of the Services supplied under the Call-Off Contract; the Supplier's contribution to innovation within the Customer; whether the Services provide the Customer with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.
- F2.3 The Supplier shall provide at its own cost any assistance reasonably required by the Customer to perform such Checkpoint Review including the provision of data and information.
- F2.4 The Customer may (at its absolute discretion) produce a report (a "**Checkpoint Review Report**") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Customer's expectations and the Supplier's obligations under this Call-Off Contract.
- F2.5 The Customer shall provide the Supplier with a copy of the Checkpoint Review Report (if applicable) for any comments the Supplier may have. The Customer shall consider such comments and at its absolute discretion produce a revised Checkpoint Review Report.
- F2.6 The Supplier shall, within ten (10) Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Customer with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.

F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under this Call-Off Contract identified by the Checkpoint Review Report, or those which result from the Supplier's failure to meet the Customer's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra charge to the Customer.

F3 Remedies in the event of inadequate performance or failure to perform

F3.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Call-off Contract, then the Customer shall notify the Supplier, and where considered appropriate by the Customer, investigate the complaint. The Customer may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 (Termination on Default) of the Call-Off Contract.

F3.2 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Call-Off Contract by the Supplier, then the Customer may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Call-Off Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Call-Off Contract;
- (b) without terminating the whole of the Call-Off Contract, terminate the Call- Off Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) set off any liability of the Customer to the Supplier, against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Call- Off Contract or another contract;
- (d) withhold or reduce payments to the Supplier, in such amount as the Customer reasonably deems appropriate in each particular case; and/or
- (e) terminate, in accordance with clause H2 (Termination on Default), the whole of the Call-Off Contract.

F3.3 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Customer may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect

of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

F3.4 Where in the opinion of the Customer the Supplier has failed to supply all or any part of the Services in accordance with the Call-Off Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Customer may give the Supplier written notice specifying the way in which its performance falls short of the requirements of the Call-Off Contract, or is otherwise unsatisfactory.

F3.5 Where the Supplier has been notified of a failure in accordance with Clause F3.4 the Customer may:

- (a) direct the Supplier, to investigate, identify and remedy the failure within such time as may be specified by the Customer and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Customer within the specified timescale; and/or
- (b) withhold or reduce payments to the Supplier, in such amount as the Customer deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Customer.

F3.6 Where the Supplier has been notified of a failure in accordance with Clause F3.4, the Supplier shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure(s) to the Customer and to prevent such failure(s) from recurring; and
- (b) shall immediately provide the Customer with such information as the Customer may request regarding what measures are being taken to comply with the obligations in this clause and the progress of those measures until resolved to the satisfaction of the Customer.

F3.7 If, having been notified of any failure, the Supplier fails to remedy it in accordance with Clause F3.6 within the time specified by the Customer, the Customer may treat the continuing failure as a material breach of the Call-Off Contract and may terminate the Call- Off Contract with immediate effect by notice in writing.

F4 Transfer and Sub-Contracting

F4.1 Except where clauses F4.5 and F4.6 both apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Call-Off Contract or any part of it without prior Approval. All such documents shall be evidenced in writing and shown to the Customer on request.

Sub-contracting any part of the Call-Off Contract shall not relieve the Supplier of any of its obligations or duties under the Call-Off Contract.

F4.2 The Supplier shall be responsible for the acts and/or omissions of its Sub-Suppliers as though they are its own. The Supplier shall provide each Sub- Contractor with a copy of the Call-Off Contract and obtain written confirmation from them that they will provide the Services fully in compliance with the Call-Off Contract.

F4.3 The Supplier shall ensure that all its Sub-Contractors and suppliers retain each record, item of data and document relating to the Services for a period of not less than six (6) years from the date of its creation and shall make them available to the Customer on request in accordance with the provisions of clause E8 (Audit). Should any Sub- Contractor or supplier refuse to permit the Customer to access the required records then the Customer shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor or supplier.

F4.4 Where the Customer has consented to the placing of Sub-Contracts, the Supplier shall ensure that, (i) the Sub-Contract contains a right for the Supplier to terminate the Sub- Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law, (ii) the Sub-Contract includes a provision have the same effect as F4.4(i), and, (iii) they notify the Customer the name(s), contact details and legal representatives of the Sub- Contractor(s) and copies of each Sub-Contract shall, at the request of the Customer, be sent by the Supplier to the Customer immediately.

F4.5 If the Customer believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations

the Customer may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.

F4.6 Notwithstanding clause F4.1, the Supplier may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Call-Off Contract (including any interest which the Customer incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.6 shall be subject to:

- (a) reduction of any sums in respect of which the Customer exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Customer under the Call-Off Contract in relation to the recovery

of sums due but unpaid; and

(c) the Customer receiving notification under both clauses F4.7 and F4.8.

F4.7 In the event that the Supplier assigns the right to receive the Contract Price under clause F4.6, the Supplier or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.

F4.8 The Supplier shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.

F4.9 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F4.10 Subject to clause F4.11, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof to:

(a) any Contracting Authority; or

(b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

(c) any private sector body which substantially performs the functions of the Customer, provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Call-Off Contract.

F4.11 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not, subject to clause F4.12, affect the validity of the Call-Off Contract. In such circumstances the Call-Off Contract shall bind and inure to the benefit of any successor body to the Customer.

F4.12 If the rights and obligations under the Call-Off Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **"Transferee"**):

(a) the rights of termination of the Customer in clauses H1 (Termination on Insolvency and Change of Control) and H2 (Termination on Default) shall be available to the Supplier in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof with the prior consent

in writing of the Supplier.

F4.13 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Call- Off Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Call-Off Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F4.114 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Call-Off Contract.

F5 Waiver

F5.1 The failure of either Party to insist upon strict performance of any provision of the Call- Off Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Call-Off Contract.

F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5.2 (Notices).

F5.3 A waiver of any right or remedy arising from a breach of the Call-Off Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Call-Off Contract.

F6 Variation

F6.1 Subject to the provisions of this clause F6, the Customer may request a Variation to the Specification provided that such Variation to the Specification does not amount to a material change to the Specification.

F6.2 The Customer may request a Variation to the Specification under clause F6.1 by notifying the Supplier in writing of the Variation to the Specification and giving the Supplier sufficient information to assess the extent of the Variation to the Specification and consider whether any change to the Contract Price is required in order to implement the Variation to the Specification. The Customer shall specify a time limit within which the Supplier shall respond to the request for a Variation to the Specification. Such time limit shall be reasonable having regard to the nature of the Variation to the Specification. If the Supplier accepts the Variation to the Specification it shall confirm the same in writing.

F6.3 In the event that the Supplier is unable to accept the Variation to the Specification or where the

Parties are unable to agree a change to the Contract Price, the Customer may:

- (a) allow the Supplier to fulfil its obligations under the Call-Off Contract without the Variation to the Specification; or
- (b) terminate the Call-Off Contract with immediate effect, except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F6.4 Any Variation to the Call-Off Contract will not take effect unless recorded in a Change Control Notice and approved by the Customer.

F6.5 The provisions of clause F6.4 may be varied in an emergency situation where it is not practicable to obtain the approval of the Authorised Customer Representative within the time necessary to make the Variation in order to address the emergency. In such a situation, Variations may be approved by a different representative of the Customer. However, the Authorised Customer Representative shall have the right to review such a Variation and require a Change Control Notice to be entered into on a retrospective basis which may itself vary the emergency Variation.

F7 Severability

F7.1 If any provision of the Call-Off Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Call-Off Contract shall continue in full force and effect as if the Call-Off Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F8 Extension of Contract Period

F8.1 The Customer may, by giving written notice to the Supplier, extend the Call-Off Contract for a further period up to the date set out in the Order Form, provided that the maximum Contract Period does not exceed two (2) years. The provisions of the Call-Off Contract will apply throughout any such extended period.

F9 Remedies Cumulative

F9.1 Except as otherwise expressly provided by the Call-Off Contract, all remedies available to either Party for breach of the Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy

to the exclusion of other remedies.

F10 Entire Agreement

F10.1 The Call-Off Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Call-Off Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F11 Counterparts

F11.1 This Call-Off Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

Unlimited Liability

G1.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence; or
- (b) Fraud; or
- (c) fraudulent misrepresentation; or
- (d) any breach of clauses D1, E1, E2 and E4, or
- (e) Schedule 9; or
- (f) any liability to the extent it cannot be limited or excluded by Law; or
- (g) any breach of any obligations implied by Part II of the Supply of Goods and Services Act 1982.

G1.2 The Supplier's total aggregate liability in respect of the indemnities in:

- (a) Clause B11.5 (Employment Provisions);
- (b) Clause C2.12 (Payment and VAT);
- (c) Clause E6.5 (Publicity, Media and Official Enquiries);
- (d) Clause E7.5 (Intellectual Property Rights);

- (e) Clause E7.8 (Intellectual Property Rights);
- (f) Clause E10.2 (Tax Compliance); and
- (g) Clause H9.4 (Retendering and Handover), shall be unlimited.

Limit of Liability

- G1.3 Subject to clause G1.1 , G1.2 (Unlimited Liability) and G1.8 (Consequential Loss):
- (a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Call-Off Contract shall in no event exceed the limit stated in section 6 of the Order Form;
 - (b) the annual aggregate liability under the Call-Off Contract of either Party for all Defaults shall in no event exceed the limit stated in section 6 of the Order Form.
- G1.4 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Call-Off Contract.

Nuclear Liability

- G1.5 Provided that the Supplier shall have exercised all due skill, care and diligence in the performance of the Services and notwithstanding anything to the contrary in the Call-Off Contract and the Framework Agreement, the Supplier shall have no liability for death or personal injury or for loss of or damage to property caused by or arising from ionising radiations or contamination by radioactivity from material directed to, discovered by or coming into the possession, custody or control of the Supplier in the performance of the Services.
- G1.6 Nothing either express or implied in these Call-Off Terms and Conditions and the Framework Agreement is or is deemed to be a written agreement by the Supplier to incur liability within the meaning of Section 12, Sub-Section 3A of the Nuclear Installations Act 1965 as amended in Section 1 of the Nuclear Installations Act 1969, except where damage was caused by an act or omission of the Supplier with intent to cause injury or damage.

Recoverable Losses

- G1.7 Notwithstanding clause G1.8 but subject to clause G1.3, The Customer may recover from the Supplier the following losses incurred by the Customer to the extent they arise as a result of a

Default by the Supplier:

- (a) additional operational, administrative costs and/or expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Supplier for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Customer;
- (e) any fine or penalty incurred by the Customer pursuant to the Law and any costs incurred by the Customer in defending any proceedings which result in such fine or penalty.

Consequential Loss

G1.8 Subject always to clauses G1.1, G1.2 and G1.7 in no event shall either Party be liable to the other for any:

- (a) loss of profits, turnover, business opportunities, revenue or damage to goodwill (in each case whether direct or indirect); and/or
- (b) indirect, special or consequential loss or damage.

Insurance

G1.9 Unless otherwise specified by the Customer in the Order Form, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing cover of not less than:

- (a) two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, in respect of the accidental death or bodily injury to or sickness, illness or disease contracted by any person arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract;
- (b) two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become

legally liable to pay as damages, in respect of accidental loss of or damage to property arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract;

- (c) two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services;
- (d) five million pounds sterling (£5,000,000) in respect of employers' liability insurance or such higher limit as required by law from time to time.

Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of six (6) years following the expiration or earlier termination of the Call-Off Contract.

G1.10 The Supplier shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.

G1.11 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.12 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Call-Off Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.13 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Call-Off Contract.

G1.14 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Supplier warrants and represents for the duration of the Call-Off Contract that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Call-Off Contract and that the Call-Off Contract is executed by a

duly authorised representative of the Supplier;

- (b) in entering the Call-Off Contract it has not committed any Fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Customer remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the

Customer prior to execution of the Call-Off Contract and in addition, that it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;

- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Call- Off Contract;
- (e) 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 the Call-Off Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, 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;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Call-Off Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IPMaterials;
- (i) in the three (3) years (or period of existence where the Supplier has not been in existence for three (3) years) prior to the date of the Call-OffContract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Call-Off Contract;

- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Supplier's obligations under the Call-Off Contract;
- (k) it has complied with the Staff Vetting Procedures in respect of all Staff employed or engaged in the provision of the Services and that all Staff employed or engaged by Supplier at the Commencement Date were either vetted by the Customer in accordance with the Staff Vetting Procedures or vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and this was accepted by the Customer; and
- (l) it has notified the Customer in writing of any Occasions of Tax Non- Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non- Compliance.

G3 Force Majeure

- G3.1 Subject to clauses G.3.2 –G.3.8.4, a Party may claim relief under this Clause G3 from liability for failure to meet its obligations under the Call-Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Call-Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub- Contractor or supplier it itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- G3.2 The affected party shall, as soon as reasonably practicable, notify the other party of the Force Majeure Event, which shall include details of the Force Majeure Event, its effect on the obligations of the affected party and any action the affected party proposes to take to mitigate its effect.
- G3.3 If the Supplier is the affected party, it shall not be entitled to claim relief under clause G.3.1 of this Call-Off Contract to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Call- Off Contract.
- G3.4 Subject to Clause G.3.5, as soon as practicable after the affected party notifies other party of the Force Majeure Event, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

- G.3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the affected party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G.3.6 If as a result of a Force Majeure Event:
- (a) an affected party fails to perform its obligations in accordance with the Call-Off Contract, then during the continuance of the Force Majeure Event:
 - (i) the other Party shall not be entitled to exercise its rights to terminate the Call-Off Contract in whole or in part as a result of such failure pursuant to Clause H2.1 or H2.3; and
 - (ii) neither Party shall be liable for any Default arising as a result of such failure
 - (b) the Supplier fails to perform its obligations in accordance with the Call-Off Contract, it shall be entitled to receive payment of the Contract Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Call-Off Contract during the occurrence of the Force Majeure Event.
- G.3.7 The affected party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under the Call-Off Contract.
- G.3.8 Relief from liability for the affected party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the affected party to be unable to comply with its obligations under the Call-Off Contract.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

- H1.1 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is a company and in respect of the Supplier:
- (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; or
 - (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); or

- (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or 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; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (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; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) 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) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
- (b) a petition is presented and not dismissed within fourteen (14) Working Days or order made for the Supplier's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of its assets; or
- (d) the Supplier is unable to pay its debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the

whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) Working Days; or

- (f) they dies or is adjudged incapable of managing their affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) they suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of their business; or
- (h) any event similar to those listed in H1.2(a)-(g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Customer immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Customer may terminate the Call-off Contract with immediate effect by notice in writing and without compensation to the Supplier within six (6) Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

H1.4 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (ii) a petition is presented for its bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) any event similar to those listed in H1.4(a)-(f) occurs under the law of any other jurisdiction.

H1.5 (a) The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is a limited liability partnership and:

- (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (ii) it is for any reason dissolved; or
- (iii) an application 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 within Part II of the Insolvency Act 1986; or
- (iv) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
- (v) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or
- (vi) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (vii) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (viii) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(ix) any event similar to those listed in H1.5(a)(i)-(viii) occurs under the law of any other jurisdiction.

(b) References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Customer may terminate the Call-Off Contract by written notice in accordance with clause A5.2 (Notices) to the Supplier with immediate effect if the Supplier commits a Default and if:

- (a) the Supplier has not remedied the Default to the satisfaction of the Customer within twenty-five (25) Working days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the Customer, capable of remedy; or
- (c) the Default is a material breach of the Call-Off Contract.

H2.2 In the event that through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Supplier may terminate the Call-Off Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination Without Cause on Notice

H3.1 The Customer shall have the right to terminate the Contract without cause at anytime by giving thirty (30) Working Days' written notice or otherwise within any notice period specified in the Order Form to the Supplier.

H4 Termination under the Public Contracts Regulations 2015

H4.1 The Customer may terminate the Call-Off Contract on written notice with immediate effect to the Supplier if:

- (a) the Call-Off Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations 2015;
- (b) the Supplier was, at the time the Call-Off Contract was awarded, in one of the situations specified in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Call-Off Contract;
- (c) the Call-Off Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union; or
- (d) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Termination and Suspension by the Customer

H5.1 The Customer may, in the following circumstances, terminate the Call-Off Contract by serving written notice on the Supplier with immediate effect from the date specified in such notice:

- (a) where the Supplier commits a material breach and fails to comply with a remedial action plan specified by the Customer within thirty (30) Working Days of agreement or such other period as may be specified by the Customer;
- (b) where there is a material detrimental change in the financial standing and/or credit rating of the Supplier which adversely impacts on the Supplier's ability to supply Services under the Call-Off Contract;
- (c) where there has been any breach by the Supplier of any of its confidentiality obligations under clause E4 Confidential Information;
- (d) where there has been any breach by the Supplier of any of its obligations under clause E9 Official Secrets Act 1911 to 1989, Section 182 of the Finance Act 1989.

H6 Consequences of Expiry or Termination

H6.1 Where the Customer terminates the Call-Off Contract under clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. Where the Call-Off Contract is terminated under clause H2 (Termination on Default), no further payments shall be payable by the Customer to the Supplier (for Services supplied by the Supplier prior to termination

and in accordance with the Call-Off Contract but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under this clause.

H6.2 Where the Customer terminates the Call-Off Contract under clause H3 (Termination on Notice), no further payments shall be payable by the Customer to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Call-Off Contract but where the payment has yet to be made by the Customer.

H6.3 Save as otherwise expressly provided in the Call-Off Contract:

- (a) termination or expiry of the Call-Off Contract shall be without prejudice to any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration and nothing in the Call-Off Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Call-Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Bribery), E2 (Data Protection Act Compliance), E9 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), F9 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H6 (Consequences of Expiry or Termination), H8 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H7 Disruption

H7.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Call-Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

H7.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Call-Off Contract.

H7.3 In the event of industrial action by the Staff, the Supplier shall seek Approval to its proposals to continue to perform its obligations under the Call-Off Contract.

H7.4 If the Supplier's proposals referred to in clause H7.3 are considered insufficient or unacceptable by the Customer acting reasonably, then the Call-Off Contract may be terminated with immediate effect by the Customer by notice.

H7.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Customer, the Supplier may request a reasonable allowance of time and

in addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H8 Recovery upon Termination

H8.1 On the termination of the Call-Off Contract for any reason, the Supplier shall at its cost:

- (a) immediately return to the Customer or destroy (as directed in writing by the Customer) all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- (b) immediately deliver to the Customer or destroy (as directed in writing by the Customer) all Property (including materials, documents, information and access keys) provided to the Supplier. Such property shall be handed back in good working order;
- (c) immediately vacate any Customer Premises occupied by the Supplier;
- (d) assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Customer and/or the Replacement Supplier to conduct due diligence.

H8.2 If the Supplier fails to comply with clause H8.1(a) and (b), the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors where any such items may be held.

H9 Retendering and Handover

H9.1 Within twenty-one (21) Working Days of being so requested by the Customer, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Customer to issue tender documents for the future provision of the Services.

H9.2 The Customer shall take all necessary precautions to ensure that the information referred to in H9.1 is given only to potential Framework Providers who have qualified to tender for the future provision of the Services.

- H9.3 The Customer shall require that all potential Framework Providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Customer; and that they shall not use it for any other purpose.
- H9.4 The Supplier shall indemnify the Customer against any claim made against the Customer at any time by any person in respect of any liability incurred by the Customer arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H9.1.
- H9.5 The Supplier shall allow access to the Premises, in the presence of the Authorised Customer Representative, to any person representing any potential Framework Provider whom the Customer has selected to tender for the future provision of the Services.
- H9.6 For the purpose of access to the Premises in accordance with clause H9.5, where the Premises is on the Supplier's premises, the Customer shall give the Supplier seven (7) Working Days' notice of a proposed visit together with a list showing the names of all persons who will be attending those premises. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H9.7 The Supplier shall co-operate fully with the Customer during the handover arising from the completion or earlier termination of the Call-Off Contract. This co-operation, during the period of the new Supplier setting up operations, shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H9.8 Within ten (10) Working Days of being so requested by the Customer, the Supplier shall transfer to the Customer, or any person designated by the Customer, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Customer.

H10 Exit Management

- H10.1 Upon termination the Supplier shall render reasonable assistance to the Customer to the extent necessary to effect an orderly assumption by a Replacement Supplier of the Services in accordance with the following procedure set out in clause H11 (Exit Procedures).

H11 Exit Procedures

- H11.1 Where the Customer requires a continuation of all or any of the Services on expiry or termination of this Call-Off Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Customer and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the

Services without disruption to routine operational requirements.

H11.2 The following commercial approach shall apply to the transfer of the Services:

(a). Where the Supplier does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Contract Price.

(b) Where the Supplier reasonably incurs additional costs, the Parties shall agree a Variation to the Contract Price based on the Supplier's rates either set out in the pricing matrix in the Framework Agreement or forming the basis for the Contract Price.

H11.3 When requested to do so by the Customer, the Supplier shall deliver to the Customer details of all licences for software used in the provision of the Services including the software licence agreements.

H11.4 Within one (1) Month of receiving the software licence information described above, the Customer shall notify the Supplier of the licences it wishes to be transferred, and the Supplier shall provide for the approval of the Customer a plan for licence transfer.

H12 Knowledge Retention

H12.1 The Supplier shall co-operate fully with the Customer in order to enable an efficient and detailed knowledge transfer from the Supplier to the Customer on the completion or earlier termination of the Call-Off Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Customer free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Customer. The Supplier shall comply with the Customer's request for information no later than fifteen (15) Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

I1.1 Subject to the provisions of clause I2 (Dispute Resolution), the Call-Off Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Customer to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any other court of competent jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

- I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Call-Off Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Customer.
- I2.2 Nothing in this dispute resolution procedure shall prevent the Customer from seeking from any court of competent jurisdiction an interim order restraining the Supplier from doing any act or compelling the Supplier to do any act.
- I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5.
- I2.4 The obligations of the Parties under the Call-Off Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Call-Off Contract at all times.
- I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) 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 or if the Mediator agreed upon is unable or unwilling to act, either 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 either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
 - (b) 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. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, 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.
 - (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

- (f) If the Parties fail to reach agreement in the structured negotiations within sixty (60) 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 unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.
- I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:
- (a) The Customer may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
 - (b) If the Supplier intends to commence court proceedings, it shall serve written notice on the Customer of its intentions and the Customer shall have twenty-one (21) Working Days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
 - (c) The Supplier may request by notice in writing to the Customer that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Customer may consent as it sees fit.
- I2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:
- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - (b) the Customer shall give a written notice of arbitration to the Supplier (the **“Arbitration Notice”**) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
 - (c) the London Court of International Arbitration (**“LCIA”**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Call-Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - (e) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days of the Arbitration Notice being issued by the Customer under clause I2.7(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

FRAMEWORK AGREEMENT SCHEDULE 6

CALL-OFF PROCEDURE

1. This schedule sets out the Award Criteria that will be used to determine which Framework Provider(s) who have been appointed as potential providers of Services under the Framework Agreement will provide the Services in respect of a particular Call-Off Contract.
2. A Contracting Authority shall be entitled to award a Call-Off Contract to one or more Framework Provider(s) to provide the Services which the Contracting Authority requires as per its Order Form.
3. A Contracting Authority will apply the following mechanisms (Mini-competition or direct award), taking into account the type, nature and extent of the emergency, incident or disaster.

MINI COMPETITION

4. Where a Contracting Authority requires the Services from the Framework Provider and does not require a response to an emergency, incident or disaster within 2 Working Days after the Order Form has been sent by a Contracting Authority, the Mini-competition will be undertaken according to the key principles outlined below:
 - ☐ all Framework Providers for the specific Lot, who have the required capability and/or technology as per the tick lists provided, will be invited to participate in the Mini-competition;
 - ☐ the evaluation criteria shall be set out and customised in each of Templates A- C, provided as separate attachments on Bravo;
 - ☐ Where technical ability is being assessed (for example, under Template B and C), the Customer may ask for and assess relevant technical information including but not limited to:
 - an outline plan to show how the Framework Provider will approach the work (asking Framework Provider to include options and their preferred option if required)
 - how the Framework Provider will go about producing and managing a comprehensive plan of the work
 - how the Framework Provider will approach health and safety requirements (to include risk assessment, method statements)
 - lead time – staff resources, training, equipment, procurement
 - outline project plan showing timeline with key milestones
 - skills/competence of team undertaking the work
 - consideration of any regulatory requirements
 - reporting process
 - site management
 - use of third (3rd) party contractors and how these organisations will be managed
5. A Contracting Authority shall operate a Mini competition process so as to award the Call-Off Contract using one of three templates available as set out in the following circumstances:

- a) Template A- intended for use when a Contracting Authority requires the Supplier to respond to an emergency, incident or disaster between 2 to 3 Working Days after the Order Form has been sent by a Contracting Authority;
- b) Template B- intended for use when a Contracting Authority requires the Supplier to respond to an emergency, incident or disaster between 4 to 7 Working Days after the Order Form has been sent by a Contracting Authority;
- c) Template C- intended for use when a Contracting Authority requires the Supplier to respond to an emergency, incident or disaster more than 7 Working Days after the Order Form has been sent by a Contracting Authority.

Cost will be scored as follows:

The weighting and maximum marks available will be 20% and will be awarded to the tenderer with the lowest tender price. The remaining tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

Score = $\frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20$ (Maximum available marks)

Tender Price

For example, if three responses are received and tenderer A has quoted £3,000 as their total price, tenderer B has quoted £5,000 and tenderer C has quoted £6,000, then the calculation will be as follows:

Tenderer A Score = $\frac{£3000}{£3000} \times 20$ (Maximum available marks) = 20

Tenderer B Score = $\frac{£3000}{£5000} \times 20$ (Maximum available marks) = 12

Tenderer C Score = $\frac{£3000}{£6000} \times 20$ (Maximum available marks) = 10

The score for response time will be added to the score for price to form the total overall score. The Call-Off Contract will be awarded to the Framework Provider who meets the requirements and has sufficient capacity as per paragraph 4 above, and who has the highest overall score calculated as above.

DIRECT AWARD

6. A Contracting Authority shall make a direct award of a Call-Off Contract to a Framework Provider, if a Contracting Authority requires a response to an emergency, incident or disaster within 2 Working Days after the Order Form has been sent by a Contracting Authority. A Contracting Authority shall base the decision upon how to make a direct award to the Framework Provider on the basis of:
 - ☐ which Lot the work falls under
 - ☐ the capability required measured against the tick list of capabilities submitted by Framework Providers in the relevant Lot at the establishment of the Framework Agreement
 - ☐ available capacity of the Framework Provider at the time of the required response
 - ☐ time it will take for the Framework Provider to respond
 - ☐ price/value for money

The Framework Provider chosen in these circumstances will continue to provide Services throughout the term of the incident recovery.

7. In deciding to make a direct award under the Framework Agreement, a Contracting Authority will assess the Framework Providers for the specific Lot (based on information provided in the tick list of capabilities submitted by Framework Providers at the establishment of the Framework Agreement) and their ability to perform the Services required and respond in the required timeframe.
8. The Authority will ask all Framework Providers to update these lists of capabilities (as appropriate) on an annual basis.
9. The Contracting Authority will award the work to the Framework Provider who (a) is closest to meeting the capability requirements as measured against the tick list of capabilities submitted to the Authority at the time of the award (as updated from time to time as set out above) and (b) has sufficient capacity at the time of the required response.
10. In assessing capacity as per paragraph 9 (b) above, the Contracting Authority shall telephone the named individual who has been notified to the Framework Authority as the point of contact further to clause 37.4 of the Framework Agreement and that person shall provide details of the Framework Provider's capacity which shall be true and accurate to the best of its knowledge. If the named contact is unavailable then information may be provided by a person nominated as his/her alternative and/or by a person of similar seniority within the Framework Provider's organisation. The Contracting Authority will make reasonable efforts to contact each eligible Framework Provider but such efforts shall be proportionate to the urgency of its requirements and it shall not be obliged to make repeated efforts in the event of unanswered calls.
11. The Supplier will be asked to confirm acceptance of the direct award and provide their rates for the services required. These rates cannot exceed the Supplier framework rates.
12. If the direct award supplier does not respond within 3 hours of the Order Form being issued, then a different lot supplier will be approached.

FRAMEWORK AGREEMENT SCHEDULE 7

MANAGEMENT INFORMATION SCHEDULE

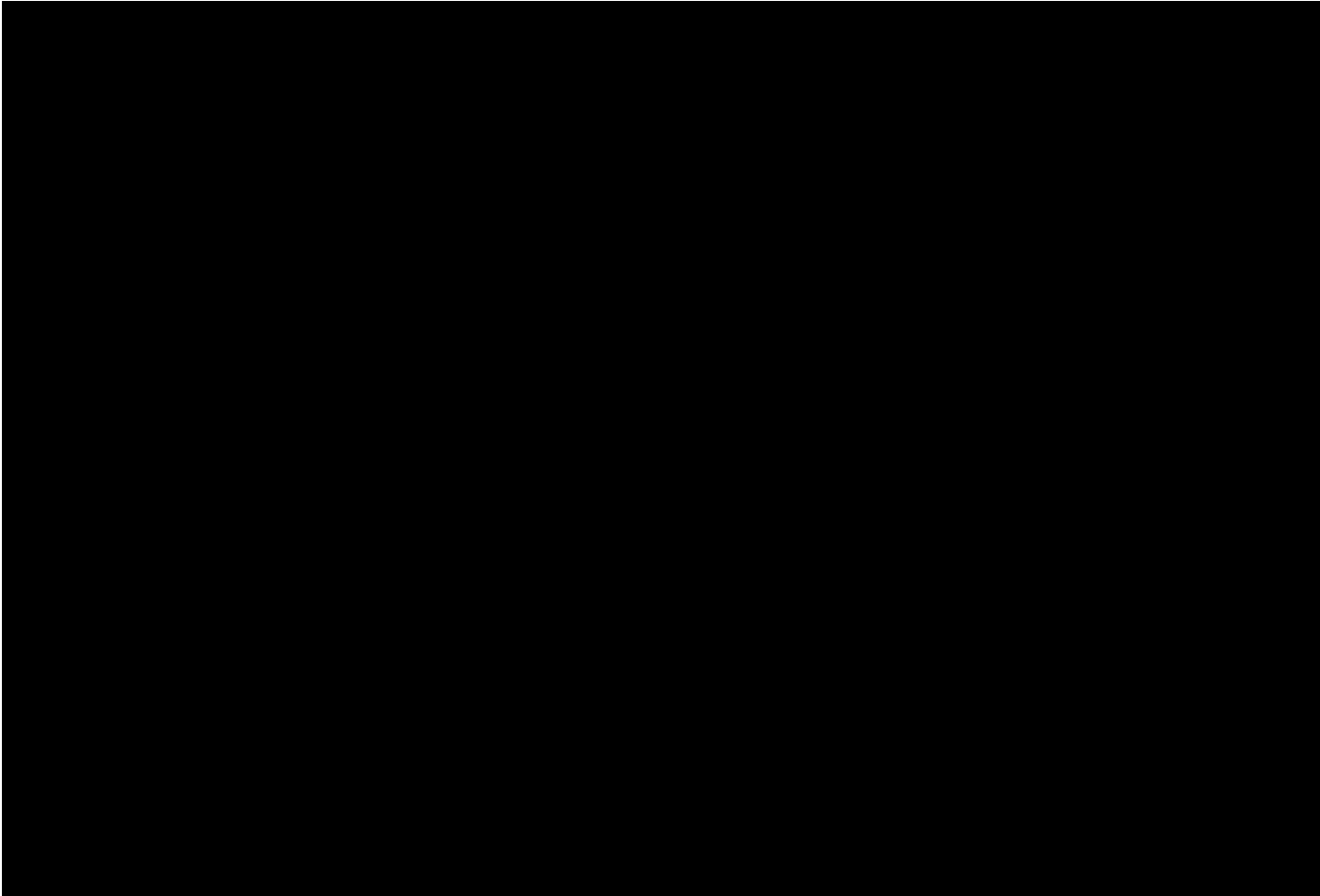
- 1 The Framework Provider shall submit Management information (MI) to the Authority in each month of the Framework Agreement in the form of the template (to be made available by the Authority after award of the framework agreement) and shall include all of the following information:
 - 1.1 a record of all Call Off Agreements placed by each Customer;
 - 1.2 a record of the Services provided to each Customer;
 - 1.3 a management summary of no more than one page of A4 which provides anarrative of the following:
 - 1.3.1 current work delivered though the Framework Agreement;
 - 1.3.2 other projects which may be of interest to the Authority;
 - 1.3.3 details of any significant advances in technologies employed that may affect the Services and quality standards offered under the Framework Agreement;
 - 1.3.4 operational readiness;
 - 1.3.5 any communication/ operational/ contractual issues;
 - 1.3.6 any highlights of work that the Framework Provider has performed well;
 - 1.3.7 any suggestions for improvements.
 - 1.3.8 RIDDOR statistics
 - 1.4 The Framework Provider shall make a best endeavour response to incorporate as much detail as requested above. The Authority reserves the right to withhold payment for the submission of MI deemed not to be of the quality required; for example by stating 'not applicable throughout' will not attract the admin payment for that submission.
 - 1.5 Framework Providers shall report their capacity and availability to the Authority during an incident. The information required in an incident is set out below:

Timescale	Information to be provided	Recipient
On deployment, additional information is required and shall be provided on a daily moving to weekly (each Monday morning) basis. **	Once the Framework Provider has deployed, the following MI is required. This shall be provided in addition to the information above. Location of deployment; Number of staff deployed; Roles of staff deployed; Overview of work undertaken to date; Work planned for this week; Any points for the Authority to note (making clear whether this is for information or for action); for example any resourcing issues that you anticipate arising in the next two (2) weeks.	The Authority and Recovery Coordination Group
Framework Providers need to report financial information on a weekly (each Monday morning) basis.	As soon as costs are incurred, the following MI is required. Costs incurred to date; Costs incurred over the last week; A record of the orders placed by the Customer; A record of the invoices raised by the Framework Provider.	The Authority and Recovery Coordination Group

** Initial period will be defined by Ministers at the time of an incident. It is anticipated that daily reports will be needed for at least the first two (2) weeks of deployment.

FRAMEWORK AGREEMENT SCHEDULE 8

KEY PERSONNEL SCHEDULE



FRAMEWORK AGREEMENT SCHEDULE 9
SECURITY REQUIREMENTS, POLICY AND PLAN

1 INTERPRETATION AND DEFINITION

1.1 For the purposes of this Schedule 9, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the the Premises, the Services, the Framework Provider System, or any ICT or data (including the Authority’s data) used by the Authority or the Framework Provider in connection with the Framework Agreement or the Call-Off Contract.

“Supplier Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Framework Provider or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services.

“Information Assurance Standards” means the HMG Information Security Standards issued by the Cabinet Office as a supplement to the HMG Security Policy Framework which can be found at: <http://www.cabinetoffice.gov.uk/intelligence-security-resilience/intelligence-and-protective-security.aspx>.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Premises” means the locations where the Framework Provider works or is providing the Services.

“Protectively Marked” shall have the meaning as set out in the HMG Security Policy Framework.

“Framework Provider System” means the Framework Provider’s information storage system, including but not being limited to hard copy files/paper, computer memory, cloud computing, disc and other media.

“Security Plan” means the Framework Provider’s security plan prepared pursuant to paragraph 4 of Schedule 9 (Security Policy and Plan).

“Software” means Specially Written Software, Supplier Software and Third Party Software.

“Specially Written Software” means any software created by the Framework Provider (or by a third party on behalf of the Framework Provider) specifically for the purposes of this Framework Agreement or Call-Off Contract.

2 INTRODUCTION

2.1 This Schedule covers:

- 2.1.1 principles of security for the Framework Provider System, derived from the HMG Security Policy Framework, including without limitation principles of physical and information security;
- 2.1.2 wider aspects of security relating to the Services;
- 2.1.3 the creation of the Security Plan;
- 2.1.4 audit and testing of the Security Plan;
- 2.1.5 conformance to Information Assurance Standards; and
- 2.1.6 Breaches of Security.

3 PRINCIPLES OF SECURITY

3.1 The Framework Provider acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Framework Provider System. The Framework Provider also acknowledges the confidentiality of Authority Data.

3.2 The Framework Provider shall be responsible for the security of the Framework Provider System and shall at all times provide a level of security which:

- 3.2.1 is in accordance with Good Industry Practice and Law;
- 3.2.2 complies with HMG Security Policy Framework;
- 3.2.3 meets any specific security threats to the Framework Provider System; and
- 3.2.4 complies with Information Assurance Standards.

3.3 Without limiting paragraph 3.2, the Framework Provider shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):

- 3.3.1 loss of integrity of Authority Data;
- 3.3.2 loss of confidentiality of Authority Data;
- 3.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
- 3.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Framework Provider in the provision of the Services;

- 3.3.5 use of the Framework Provider System and/or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
- 3.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

4 SECURITY PLAN

4.1 Introduction

- 4.1.1 The Framework Provider shall develop, implement and maintain a Security Plan in accordance with the template in Schedule 9, Appendix 1 and the Security Plan shall apply during the term of the Framework Agreement (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule.

4.2 Development

- 4.2.1 The Framework Provider shall prepare the Security Plan using the template provided in Appendix 1 of this Schedule 9 which has been embedded as an interactive document. The Authority can provide a hard copy of this document on demand.
- 4.2.2 The Framework Provider must submit the completed template within ninety (90) Working Days of execution of the Framework Agreement.
- 4.2.3 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Framework Provider shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than one calendar month (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 37 (Dispute Resolution) of the Framework Agreement. No approval to be given by the Authority pursuant to this paragraph 4.2.2 of this Schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 4.1.1 to 4.3.5 shall be deemed to be reasonable.
- 4.2.4 Failure by the Framework Provider to provide the Security Plan within the timeframe set out in paragraph 4.2.3 above or a breach of the ongoing obligations to review and test the BCDR Plan set out in sections 5 and 6 of this Schedule 9 below shall be considered a material breach of this Framework Agreement.
- 4.2.5 The Framework Provider shall ensure that its Sub-Contractors' security plans are integrated with the Security Plan.
- 4.2.6 The Security Plan shall be treated as the Confidential Information of the Framework Provider.
- 4.2.7 Content

- 4.2.8 The Security Plan will set out the security measures to be implemented and maintained by the Framework Provider in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 4.2.8.1 the provisions of this Schedule (including the principles set out in paragraph 3 and the Baseline Security Requirements set out in Appendix 2 hereof);
 - 4.2.8.2 the provisions of Services;
 - 4.2.8.3 Information Assurance Standards, where relevant;
 - 4.2.8.4 the data protection compliance guidance produced by the Authority;
 - 4.2.8.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the HMG Security Policy Framework;
 - 4.2.8.6 any other extant national information security requirements and guidance, as provided by the Authority's officers.
- 4.2.9 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 4.2.10 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Framework Provider should notify the Authority of such inconsistency immediately upon becoming aware of the same, and the Authority shall, as soon as practicable, advise the Framework Provider which provision the Framework Provider shall be required to comply with.
- 4.2.11 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001, cross-referencing if necessary to other schedules of this Framework Agreement or the Call- Off Contract which cover specific areas included within that standard.
- 4.2.12 The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Framework Provider and the Authority engaged in the Services and shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule.
- 4.2.13 4.3.5 The Security Plan should be specific to the Premises where the Framework Provider stores Authority equipment, data and other assets (hard copy/electronic) and facilities and other Framework Provider capabilities required to deliver Services rather than a generic, high level corporate plan for security planning across the Framework Provider's business.

5 AMENDMENT AND REVISION

- 5.1 The Security Plan will be fully reviewed and updated by the Framework Provider annually or from time to time to reflect:

- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Framework Provider System, the Services and/or associated processes;
 - 5.1.3 any new perceived or changed threats to the Framework Provider System;
 - 5.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 5.1.5 a reasonable request by the Authority.
- 5.2 The Framework Provider will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 5.3 Any change or amendment which the Framework Provider proposes to make to the Security Plan (as a result of an Authority request or change to the Specification) or otherwise) shall be subject to a Change Control Note and shall not be implemented until approved in writing by the Authority.

6 AUDIT AND TESTING

- 6.1 The Framework Provider shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 6.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Framework Provider shall provide the Authority with the results of such tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Framework Agreement, the Authority shall be entitled at any time and without giving notice to the Framework Provider to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Framework Provider's compliance with and implementation of the Security Plan. The Authority may notify the Framework Provider of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 6.4 Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 above reveals any actual or potential security failure or weaknesses, the Framework Provider shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Framework Provider proposes to make in order to correct such failure or weakness. Subject to the Authority's approval in accordance with paragraph 5.3, the Framework Provider shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the HMG Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

7 COMPLIANCE WITH THE INFORMATION ASSURANCE STANDARDS

- 7.1 The Framework Provider shall obtain independent verification that the Security Plan complies with the Information Assurance Standards as soon as reasonably practicable and will maintain such compliance for the duration of the Framework Agreement.
- 7.2 The Framework Provider shall carry out such regular security audits as may be required in order to maintain compliance with the Information Assurance Standards. The Framework Provider shall promptly provide to the Authority any associated security audit reports and shall otherwise notify the Authority of the results of such security audits.
- 7.3 If it is the Authority's reasonable opinion that compliance with the Information Assurance Standards are not being achieved by the Framework Provider, then the Authority shall notify the Framework Provider of the same and give the Framework Provider a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant. If the Framework Provider does not become compliant within the required time then the Authority has the right to obtain an independent audit against these standards in whole or in part.
- 7.4 If, as a result of any such independent audit, the Framework Provider is found to be non-compliant with the Information Assurance Standards then the Framework Provider shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.

8 BREACH OF SECURITY

- 8.1 The Framework Provider and the Authority shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 8.2 Upon becoming aware of any of the circumstances referred to in paragraph 8.1, the Framework Provider shall immediately take all reasonable steps necessary to:
- 8.2.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 8.2.2 remedy such breach or protect the Framework Provider System against any such potential or attempted breach or threat;
 - 8.2.3 supply any requested data to the Authority or other government body including the Computer Emergency Response Team for UK Government ("GovCertUK") on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - 8.2.4 prevent an equivalent breach in the future.
- 8.3 Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Framework Provider under this Framework Agreement, then the Framework Provider shall be entitled to refer the matter to the Variation procedure.

8.4 The Framework Provider shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

APPENDIX 1: BASELINE SECURITY REQUIREMENTS

HIGHER CLASSIFICATIONS

1. The Framework Provider shall not handle Authority information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Framework Provider shall seek additional specific guidance from the Authority.

END USER DEVICES

2. When Authority data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("**CESG**") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("**CPA**").
3. Devices used to access or manage Authority data and services must be under the management authority of the Authority or Framework Provider and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Framework Provider devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.gov.uk/government/collections/end-user-devices-security-guidance-2>)
4. Where the guidance highlights shortcomings in a particular platform the Framework Provider may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Framework Provider wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Authority.

DATA STORAGE, MANAGEMENT AND DESTRUCTION

5. The Framework Provider shall:
 - 5.1 provide the Authority with all Authority Data on demand in an agreed open format;
 - 5.2 have documented processes to guarantee availability of Authority Data in the event of the Framework Provider ceasing to trade;
 - 5.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
 - 5.4 All destruction must follow the appropriate processes relevant to the media type and Impact Level of the data being destroyed/sanitised, as defined in the requirements listed in Appendix A of HMG IA Standard No. 5.
 - 5.5 securely erase any or all Authority Data held by the Framework Provider when requested to do so by the Authority.

NETWORKING

6. The Framework Provider shall ensure that any Authority Data transmitted over any public network (including the internet, mobile networks or un-protected enterprise network) or to a mobile device is encrypted using a product or system component which has been formally assured through a certification

process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).

7. The Framework Provider shall ensure that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with CESG IL4 standards for dataprocessing.

SECURITY ARCHITECTURES

8. The Framework Provider shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Authority Information.
9. When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Framework Provider) the Framework Provider shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/ia-certification/pages/index.aspx>) for all bespoke or complex components of the Framework Provider Solution.

STAFF SECURITY

10. Framework Provider Staff shall be subject to pre-employment checks and vetting in accordance with Schedule 14 of the Framework Agreement.
11. The Framework Provider shall nominate two principal representatives who require specific government clearances (such as 'SC') at the Framework Commencement Date as required to deliver Services under this Framework Agreement. Thereafter, any additional requirement for further security clearances should be agreed in advance with the Authority.
12. The Framework Provider shall prevent Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Authority Data or access sites requiring Security Clearance except where agreed with the Authority in writing.
13. The Framework Provider shall ensure that all its Staff that have the ability to access Authority Data or systems holding Authority Data undergo regular training (at the Framework Provider's expense) on secure information management principles to ensure that use of such data or systems is compliant with the obligations in this Framework Agreement. Unless otherwise agreed with the Authority in writing, this training must be undertaken annually.
14. Where the Framework Provider or Sub-Contractors grants increased privileges or access rights to Staff, those Staff shall be granted only those permissions necessary for them to carry out their duties. When Staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) WorkingDay.

IDENTITY, AUTHENTICATION AND ACCESS CONTROL

15. The Framework Provider shall operate an access control regime to ensure all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the

Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the Supplier System they require. The Framework Provider shall retain an audit record of accesses.

ISO/IEC STANDARDS

16. The Framework Provider shall maintain and execute processes and plan which comply with the principles and practices of ISO/IEC 27001 or successor standards.

FRAMEWORK AGREEMENT SCHEDULE 10
HEALTH AND SAFETY REQUIREMENTS

1. The Framework Provider shall ensure that it has robust health and safety procedures in place at all times during the term of the Framework Agreement, which shall comply with all applicable laws and which will be kept under regular review. The Framework Provider shall seek to improve its procedures wherever practicable.
2. Framework Providers/Suppliers shall submit a Health and Safety policy to the Authority on the Framework Commencement Date. This policy must set out how the Framework Provider manages health and safety in its organisation and shall set out in detail its health and safety procedures and operations which shall comply with current legislative requirements.
3. In addition to the above, the Framework Provider/Supplier shall complete the template attached at Appendix 1 below and return it to the Authority within ninety (90) days of the Framework Commencement Date.
4. The Authority will review the responses in the template and notify the Framework Provider of any areas for improvement. In such notice the Authority may also suggest actions that the Framework Provider could reasonably take to achieve such improvements.
5. Within thirty (30) days of a notification received in accordance with paragraph 3 above, the Framework Provider will respond to the notification to outline any proposed steps it plans to take to make the improvements identified. The Framework Provider shall use its reasonable endeavours to implement such steps and the parties will review progress at times to be agreed. The Authority will offer reasonable assistance to the Framework Provider to implement any steps to improve its health and safety procedures.
6. The Framework Authority shall submit an updated health and safety template on an annual basis, within ninety (90) days of an anniversary of the Framework Commencement Date (or at such other times as may be requested by the Authority, acting reasonably).

Appendix 1 – Health and Safety Schedule

Company Name:

Point of contact:

TOPIC	QUESTION	DELETE AS APPROPRIATE	COMMENTS
1. HEALTH AND SAFETY POLICY	Does your company have a written health and safety Policy?	Y / N	Please provide details
	Does your company have a written health and safety management system, if no, are there any written health and safety arrangements?	Y / N	Please provide details
2. HEALTH AND SAFETY ORGANISATION AND ARRANGEMENTS	Do you have a current organisational management chart that identifies the health and safety management structure and lines of communication?	Y / N	Please provide details
3. HEALTH AND SAFETY MANAGEMENT STANDARD	Is your company currently registered as having achieved a recognised Occupational Health and Safety Management Standard e.g. OHSAS 18001 or equivalent	Y / N	Please provide details of the registration authority and standard applied, date of registration, date of last external audit and a brief summary of results. Where your company is working towards registration then please provide relevant details including target date for registration
4. REPORTING OF HEALTH AND SAFETY CONCERNS	Does your company have a nominated manager to whom employees can report health and safety concerns / problems?	Y / N	Please provide details
5. STAFF TRAINING AND COMPETENCE	What health and safety training do you provide for your workers?		Please provide details
	Do you keep records of the training?	Y / N	Please provide examples
	Do you carry out refresher training on health and safety?	Y / N	Please provide details
	What qualifications do your directors / managers / health and safety advisors have in this kind of work?		Please provide details
	How do you know that the training you provide is effective?		Please provide details
	Does your company have arrangements in place to ensure that articles and substances used are safe and without risks to the health and safety of your workforce and others?	Y / N	Please provide details
TOPIC	QUESTION	DELETE AS APPROPRIATE	COMMENTS
6. HEALTH AND SAFETY POLICY	Does your company have a written health and safety Policy?	Y / N	Please provide details
	Does your company have a written health and safety management system, if no, are there any written health and safety arrangements?	Y / N	Please provide details

7. HEALTH AND SAFETY ORGANISATION AND ARRANGEMENTS	Do you have a current organisational management chart that identifies the health and safety management structure and lines of communication?	Y / N	Please provide details
8. HEALTH AND SAFETY MANAGEMENT STANDARD	Is your company currently registered as having achieved a recognised Occupational Health and Safety Management Standard e.g. OHSAS 18001 or equivalent	Y / N	Please provide details of the registration authority and standard applied, date of registration, date of last external audit and a brief summary of results. Where your company is working towards registration then please provide relevant details including target date for registration
9. REPORTING OF HEALTH AND SAFETY CONCERNS	Does your company have a nominated manager to whom employees can report health and safety concerns / problems?	Y / N	Please provide details
10. STAFF TRAINING AND COMPETENCE	What health and safety training do you provide for your workers?		Please provide details
	Do you keep records of the training?	Y / N	Please provide examples
	Do you carry out refresher training on health and safety?	Y / N	Please provide details
	What qualifications do your directors / managers / health and safety advisors have in this kind of work?		Please provide details
	How do you know that the training you provide is effective?		Please provide details
	Does your company have arrangements in place to ensure that articles and substances used are safe and without risks to the health and safety of your workforce and others?	Y / N	Please provide details
11. CONSULTING STAFF (INCLUDING SUB-CONTRACTORS)	Does your company have a clear process for consulting staff (and sub-contractors) on health and safety matters (for example a health and safety committee)?	Y / N	Please provide details
	Is this process set out in your health and safety procedures / policy?	Y / N	
	Does your company have health and safety representatives?	Y / N	Please provide details
	What arrangements are there for staff to report health and safety risks and issues to managers?		Please provide details
12. RISK MANAGEMENT MEASURES	Who is responsible for implementing risk management measures?		Please provide details as to their role and responsibilities
	Does your company have a risk assessment process?	Y / N	Please provide details
	Are the findings recorded?	Y / N	Please provide details
	Does your company have any existing risk assessments?	Y / N	Please provide details

	Is there a procedure to ensure that these assessments are read and understood by staff?	Y / N	Please provide details
	Do you produce job specific risk assessments?	Y / N	
	Does your company provide necessary PPE to staff free of charge?	Y / N	
13. METHOD STATEMENTS	Does your company produce detailed method statements?	Y / N	Please provide an example
	Is there a procedure to ensure that method statements are read and understood by staff?	Y / N	Please provide details
14. MANAGEMENT	Do you have written arrangements / procedures for managing the work?	Y / N	Please provide details
	How do you work with others and coordinate your work with that of other contractors?		Please provide details i.e. evidence of consultation during risk assessment process
15. SUBCONTRACTORS / TEMPORARY STAFF	Do you use subcontractors?	Y / N	
	If yes how do you appoint them, monitor them and ensure that they are competent?		Please provide details
	Do you use temporary staff?	Y / N	
	If yes how do you appoint them, monitor them and ensure that they are competent?		Please provide details
16. HEALTH AND SAFETY ADVICE	Does your company have access to competent health and safety advice (internal or external to the company)?	Y / N	Please provide details (i.e. contact names and details) If possible please also provide an example of advice given in the last 12 months.
	What areas of health and safety are covered?		Please provide details
17. MONITORING	Is there a system for regularly monitoring your procedures?	Y / N	Please provide details
	Does this system include internal audits, external audits or a mixture of the two?		Please provide details
	Does your company have an independent assessment of its competence?	Y / N	Please provide assessor's details and findings from last assessment.
18. ACCIDENT RECORDS	Does your company report incidents and accidents when required under RIDDOR (b)?	Y / N	
	Does your company keep RIDDOR records e.g. copies of reporting forms?	Y / N	Please provide details
	How many RIDDORs has your company had in the last three years?		Please provide details
	Does your company keep statistics of accidents / records?	Y / N	Are they are available for the last three years?
	Does your company keep statistics of your organisation's sub-contractors accidents (if applicable)?	Y / N	Are they are available for the last three years?
	Does your company make sure you learn from incidents / accidents and	Y / N	Please provide an example

	change your working practices as necessary?		
19. HEALTH AND SAFETY ENFORCEMENT	Has your company had any HSE or Local Authority enforcement action taken against them in the last five years?	Y / N	Please provide details
	Does your company keep records of such notices for five years?	Y / N	
	If enforcement action has been taken within the last five years, were procedures put in place to prevent the situation happening again?	Y / N	Please provide details
	Have any of your sub-contractors had any HSE or Local Authority enforcement action taken against them in the last five years?	Y / N	Please provide details
	If enforcement action has been taken against any of your sub-contractors within the last five years, were procedures put in place to prevent the situation happening again?	Y / N	Please provide details
20. EMERGENCY ARRANGEMENTS	Does your company have in place procedures to be followed by your employees (and sub-contractors) in the event of serious and imminent danger and for danger areas?	Y / N	Please provide details
	Does your company have systems and procedures in place to provide adequate precautions against fire and explosions, including the provision of fire equipment?	Y / N	Please provide details
	Does your company have in place measures to ensure that efficient contact is made with emergency services in the event they are required?	Y / N	Please provide details
21. WORK EQUIPMENT (SAFE SYSTEM OF WORK)	Does your company have arrangements in place to ensure that all work equipment meets essential safety requirements?	Y / N	Please provide details
22. WORKPLACE REQUIREMENTS	Is your company able to provide its employees with essential workplace requirements such as lighting, safe access and egress (including traffic routes), adequate welfare and first aid facilities?	Y / N	Please provide details
23. HEALTH SURVEILLANCE	Does your company have in place arrangements to complete the necessary health surveillance of your employees either when required by specific legislation or when there is an adverse health condition related to the work involved? Note: this covers COSHH, Asbestos etc.	Y / N	Please provide details
24. EMPLOYEES DUTIES	Does your company have arrangements in place to make sure your employees are aware of their	Y / N	Please provide details

	duties under health and safety legislation?		
25. PROTECTION OF YOUNG PERSONS	Does your company have in place arrangements to ensure that young people employed are provided with additional risk assessments, control measures, additional training, supervision and protection from specific dangers in line with current health and safety legislation?	Y / N	Please provide details
26. PROTECTION OF NEW OR EXPECTANT MOTHERS	Does your company have arrangements in place to protect the health and safety of new and expectant mothers at work?	Y / N	Please provide details

FRAMEWORK AGREEMENT SCHEDULE 11
BUSINESS CONTINUITY AND DISASTER RECOVERY

1 DEFINITIONS

1.1 For the purposes of this Schedule 11, unless the context otherwise requires the following terms shall have the meanings given to them below:

"BCDR Plan" means the Framework Provider's business continuity and disaster recovery plan pursuant to Appendix 1 to this Schedule, as may be amended from time to time.

"Related Service Provider" means any person who provides services to the Authority in relation to the Services from time to time.

2 PURPOSE OF THIS SCHEDULE

2.1 The Framework Provider shall develop, review, test, change, and maintain a BCDR Plan during the term of the Framework Agreement for use in the event of a disaster or other event (or combination of events) that might result in the loss or partial loss of availability of Services.

2.2 The purpose of the BCDR Plan shall be to ensure that, in the event of a disruption, howsoever caused, the Authority or Contracting Authority is able to maintain continuance of the Services. The BCDR Plan shall cater for any failure or disruption and shall address the various possible levels of failure or disruption (that is, from minimal failure through to total failure).

2.3 The BCDR Plan shall be comprised of three parts:

2.3.1 Part A which shall set out general principles applicable to the BCDR Plan ("General Principles").

2.3.2 Part B which shall relate to business continuity ("Business Continuity Plan"); and

2.3.3 Part C which shall relate to disaster recovery ("Disaster Recovery Plan").

2.4 The BCDR Plan shall detail the processes and arrangements which the Framework Provider shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

3 DEVELOPMENT OF BCDR PLAN

3.1 The Framework Provider must submit these the BCDR within ninety (90) Working Days of execution of the Framework Agreement.

3.2 The Framework Provider's business continuity plan will be reviewed by the Framework Provider at regular intervals and after any disruption. The Framework Provider will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

3.3 If the BCDR Plan is approved by the Authority it will be adopted immediately. If the BCDR Plan is not approved by the Authority the Framework Provider shall amend it within thirty (30) Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than one calendar month (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the BCDR following its resubmission, the matter will be resolved in accordance with clause 37 (Dispute Resolution) of the Framework Agreement. No approval to be given by the Authority pursuant to this paragraph 3.3 of this Schedule may be unreasonably withheld or delayed. However any failure to approve the BCDR on the grounds that it does not comply with the requirements set out in this Schedule shall be deemed to be reasonable.

3.4 Failure by the Framework Provider to provide the BCDR within the timeframe set out in paragraph 3.2 above or a breach of the ongoing obligations to review and test the BCDR Plan set out in paragraphs 7 and 8 of this Schedule 11 below shall be considered a material breach of this Framework Agreement.

3.5 The Framework Provider shall ensure that its Sub-Contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

3.6 The BCDR Plan shall be treated as the Confidential Information of the Framework Provider.

4 PART A - GENERAL PRINCIPLES AND REQUIREMENTS

4.1 The BCDR Plan shall:

- 4.1.1 be specific to premises where the Framework Provider stores Authority equipment, data and other assets (hard copy/electronic) and facilities and other Framework Provider capabilities required to deliver Services rather than a generic, high level corporate plan for disaster recovery across the Framework Provider's business.
- 4.1.2 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 4.1.3 provide details of how the implementation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider and/or by a Sub-Contractor to the Framework Provider;
- 4.1.4 contain an obligation upon the Framework Provider to liaise with the Authority and (at the Authority's request) any Related Service Provider and/or Sub-Contractor with respect to issues concerning business continuity and disaster recovery where applicable;
- 4.1.5 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its other Related Service Providers as notified to the Framework Provider by the Authority from time to time;
- 4.1.6 where required by the Authority, contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but

without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;

4.1.6.1 contain a risk analysis, including:

- 4.1.6.1.1 identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
- 4.1.6.1.2 identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider and/or a Sub-Contractor;
- 4.1.6.1.3 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 4.1.6.1.4 where required by the Authority, failure or disruption scenarios and assessments and estimates of frequency of occurrence;

4.1.7 provide for documentation of processes, including business processes, and procedures;

4.1.8 set out key contact details (including roles and responsibilities) for the Framework Provider (and any Sub-Contractors) and for the Authority;

4.1.9 identify the procedures for reverting to "normal service";

4.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that the data loss does not exceed the amount set out in the Services and to preserve data integrity;

4.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

4.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

4.1.13 include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

4.2 The BCDR Plan shall be designed so as to ensure that:

4.2.1 it complies with the relevant provisions of BS25999 or equivalent and all other applicable Quality Standards from time to time in force;

4.2.2 the Services are provided in accordance with the Framework Provider at all times during and after the invocation of the BCDR Plan;

4.2.3 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;

4.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

4.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

4.4 The Framework Provider shall not be entitled to any relief from its obligations or to any increase in the Call-Off Contract Price to the extent that a Disaster occurs as a consequence of any breach by the Framework Provider of this Framework Agreement or the Call-Off Contract.

5 PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

5.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Authority expressly states otherwise in writing:

5.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

5.1.2 the steps to be taken by the Framework Provider upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

5.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

6 PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

6.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Framework Provider ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

6.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

6.3 The Disaster Recovery Plan shall include the following:

6.3.1 the technical design and build specification of the Disaster Recovery System;

6.3.2 details of the procedures and processes to be put in place by the Framework Provider and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

6.3.2.1 data centre and disaster recovery site audits;

- 6.3.2.2 backup methodology and details of the Framework Provider 's approach to data back-up and data verification;
- 6.3.2.3 identification of all most likely disaster scenarios;
- 6.3.2.4 risk analysis;
- 6.3.2.5 documentation of processes and procedures;
- 6.3.2.6 hardware configuration details;
- 6.3.2.7 network planning including details of all relevant data networks and communication links;
- 6.3.2.8 invocation rules;
- 6.3.2.9 service recovery procedures;
- 6.3.2.10 steps to be taken upon Services resumption to address any prevailing effect of the Services failure or disruption;
- 6.3.3 any applicable service levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the service levels during any period of invocation of the Disaster Recovery Plan;
- 6.3.4 details of how the Framework Provider shall ensure compliance with Schedule 11 (Security Requirements, Policy and Plan) ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 6.3.5 access controls (to any disaster recovery sites used by the Framework Provider or any Sub-Contractor in relation to its obligations pursuant to this Schedule); and
- 6.3.6 training of staff, testing and management arrangements.

7 REVIEW AND AMENDMENT OF THE BCDR PLAN

- 7.1 The Framework Provider shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 7.1.1 on a regular basis and as a minimum once every twelve (12) Months;
 - 7.1.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 9 of this Schedule;
 - 7.1.3 where the Authority requests any additional reviews (over and above those provided for in paragraphs 7.1.(a) and 7.1.(b) of this Schedule) by notifying the Framework

- 7.1.4 Provider to such effect in writing, whereupon the Framework Provider shall conduct such reviews in accordance with the Authority's written requirements. The costs of both Parties for any such additional reviews will be met by the Authority; and
- 7.1.5 where the Authority requests an independent review of the Framework Provider's BCDR Plan or a Sub-Contractor's BCDR Plan, the Framework Provider shall afford the Authority or the Authority's representatives such access to the Premises as may be required to review those records and processes as may be requested by the Authority in connection with the BCDR.
- 7.2 Each review pursuant to paragraph 7.1 of the BCDR Plan shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Framework Provider within the period required by the BCDR Plan or if no such period is required within such period as the Authority shall reasonably require. The Framework Provider shall, within twenty (20) calendar Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report ("**Review Report**") setting out:
- 7.2.1 the findings of the review;
- 7.2.2 any changes in the risk profile associated with the Services; and
- 7.2.3 the Framework Provider's proposals ("**Framework Provider's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Framework Provider can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 7.3 The Framework Provider shall as soon as is reasonably practicable after receiving the Authority's approval of the Framework Provider 's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Framework Provider 's Proposals. Any such change shall be at the Framework Provider's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

8 TESTING OF THE BCDR PLAN

- 8.1 The Framework Provider shall test the BCDR Plan on a regular basis (and in any event not less than once in every Framework Agreement year). Subject to paragraph 8.2, the Authority may require the Framework Provider to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 8.2 If the Authority requires an additional test of the BCDR Plan it shall give the Framework Provider written notice and the Framework Provider shall conduct the test in accordance with the Authority's requirements and the relevant

provisions of the BCDR Plan. The Framework Provider's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Framework Provider's costs of that failed test shall be borne by the Framework Provider.

8.3 Following each test, the Framework Provider shall send to the Authority a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Authority considers to be necessary as a result of those tests.

8.4 The Framework Provider shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.

8.5 The Framework Provider shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

8.6 The Framework Provider shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

8.6.1 the outcome of the test;

8.6.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

8.6.3 the Framework Provider's proposals for remedying any such failures.

8.7 Following each test, the Framework Provider shall take all measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Framework Provider, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

8.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Framework Provider of any of its obligations under this Schedule 11 or otherwise.

8.9 The Framework Provider shall also perform a test of the BCDR Plan as part of the commissioning of any new project.

9 INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

9.1 In the event of a complete loss of service or in the event of a Disaster, the Framework Provider shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Framework Provider shall only invoke or test the BCDR Plan with the prior consent of the Authority.

FRAMEWORK AGREEMENT SCHEDULE 12

COLLABORATION STANDARDS

1 BACKGROUND

- 1.1 The provision of government decontamination services to the Authority combines a number of service elements that may be delivered collaboratively by a number of different Framework Providers or contractors (together the **"Collaboration Partners"** and each individually a **"Collaboration Partner"**).
- 1.2 Each Collaboration Partner may deliver different elements of the services (**"Partner Services"**) which have or will be procured separately by the Authority and accordingly, each Collaboration Partner will enter into a separate supply agreement with the Authority in respect of the relevant Partner Services (**"Partner Agreement(s)"**).

2 COLLABORATION OBJECTIVES

- 2.1 The Authority requires an environment of collaboration amongst the Collaboration Partners who participate in the delivery of Partner Services to ensure that it receives consistent and integrated service delivery across its supply community (**"Collaboration Standard"**).
- 2.2 This Schedule sets out the governance framework in respect of the working relationship between the Collaboration Partners in relation to the Collaboration Standard.
- 2.3 In particular, this Schedule outlines:
- 2.3.1 the behaviours which each Collaboration Partner is expected to demonstrate in order to assist the Authority in achieving its objectives of the Collaboration Standard;
 - 2.3.2 governance arrangements which apply to manage the overall approach to the Collaboration Standard; and
 - 2.3.3 agreed procedures for jointly responding to, and resolving, events which may impact on the delivery of services by any of the Collaboration Partners

3 COLLABORATIVE SUPPORT AND ASSISTANCE

- 3.1 Each Collaboration Partner undertakes to provide the support and assistance which the Authority may reasonably require to achieve the objectives of the Collaboration Standard, as more particularly set out in this Schedule.

4 COLLABORATIVE WORKING

- 4.1 Each Collaboration Partner will adopt the following behaviours when performing its Partner Services in order to assist the Authority in achieving the objectives of the Collaboration Standard anticipated by this Schedule:
- 4.1.1 mutual collaboration - collaborate and operate positively with other Collaboration Partners where this is required to achieve a successful outcome to relevant activities and actions;

- 4.1.2 accountability - take on, manage and account to the Authority and other Collaboration Partners for performance of specific tasks allocated;
 - 4.1.3 transparency and open dialogue - communicate openly and honestly about concerns, issues or opportunities, fully explaining positions and having a willingness to take the time to listen to others;
 - 4.1.4 learn, share, develop and improve - share information, experience, resources and skills with Collaboration Partners openly and constructively to learn from each other and develop effective working practices, work collaboratively to identify innovations, eliminate duplication of effort, mitigate risk and reduce the Authority's costs;
 - 4.1.5 adopt a positive attitude - behave in a positive and proactive manner, helping the Authority and Collaboration Partners to achieve desired outcomes and being willing to implement practical workarounds to resolve issues without delay or interference, even where the issue cuts across supplier boundaries;
 - 4.1.6 use common terminology - support effective harmonisation and understanding across service boundaries through the use of common terminology;
 - 4.1.7 act in a timely manner - recognise where requests for support are time critical in nature and respond accordingly to avoid delay;
 - 4.1.8 promote a culture of joint working - promote the objectives and behaviours of the Collaboration Standard referenced in this Schedule across all Collaboration Partner personnel engaged in delivery of the Partner Services, so as to create a culture and working practices aligned to the principles set out in this Schedule, including strategic planning, testing, performance management, training and induction programmes and client focussed internal forums for staff involved in operational delivery of the Services;
- and
- 4.1.9 act in good faith - support the Authority and Collaboration Partners in securing successful outcomes and not allow a course of action to be taken which will be incompatible with, or adversely affect, the Authority achieving a positive result.

4.2 The parties adherence to the behaviours set out in paragraph [4.1](#) above shall be discussed as part of the Collaboration Meetings, conducted pursuant to paragraph [5](#) below.

5 GOVERNANCE ARRANGEMENTS

- 5.1 The Governance Arrangements, this paragraph, will be instigated by the Authority should multiple suppliers have to work together to address an issue.
- 5.2 The Authority shall convene regular meetings, during an **Event** (as defined in clause 6 of this Schedule 12), in order to manage the overall approach to the Collaboration Standard ("**Collaboration Meetings**").
- 5.3 The Collaboration Meetings shall take place at a time and place agreed between the Authority and the Collaboration Partners.

- 5.4 The Authority and representatives of the Collaboration Partners shall attend all Collaboration Meetings (save where a Collaboration Partner gives its prior written notice to the Authority that it is not able to attend and the Authority accepts its reasons for doing so).
- 5.5 Each party attending a Collaboration Meeting shall provide suitable representatives with the necessary authority to consider service performance issues and to ensure that any issues impacting on the objectives of the Collaboration Standard are raised and resolved.
- 5.6 The objectives of the Collaboration Meetings shall include, but shall not be limited to:
- 5.6.1 managing each party's compliance with its collaboration obligations;
 - 5.6.2 resolving any operational and contractual issues which may have been raised by the Authority, a Collaboration Partner or any service users;
 - 5.6.3 sharing and exchanging information as required in accordance with the objectives of the Collaboration Standard; and
 - 5.6.4 informing the Authority and all Collaboration Partners of any forthcoming activities or events that may impact on the delivery of the Partner Services.
- 5.7 The Authority may request additional Collaboration Meetings when required to discuss specific issues that may impact on the objectives of the Collaboration Standard, and any other relevant business.
- 5.8 Where the Authority convenes a Collaboration Meeting the Authority will produce an agenda and a record of the Collaboration Meeting including action points which will be agreed by the relevant Collaboration Partner(s) before distribution.

6 COLLABORATIVE EVENT MANAGEMENT

- 6.1 If any Collaboration Partner is prevented from or delayed in providing (in whole or in part) the Partner Services that it is required to deliver in accordance with its Partner Agreement due to a failure within the control of another Collaboration Partner to perform its Partner Services in accordance with its Partner Agreement ("**Event**"), then the provisions of this paragraph 6.1 will be followed by those Collaboration Partners which are affected.
- 6.2 For the avoidance of doubt, the provisions of this paragraph 6 do not relieve the Collaboration Partner from any obligations it may have under its Partner Agreement, including any obligations requiring it to mitigate or avoid the effect of the Event, except as provided in this paragraph 6.
- 6.3 Where an Event occurs, the Collaboration Partner that first becomes aware of the Event shall inform the other relevant Collaboration Partners as soon as practicable. Then the Collaboration Partners shall first liaise with each other and use all reasonable endeavours to minimise the impact of the Event and remedy the failure causing the Event, in a manner that requires putting the minimum obligation practicable on the Authority in respect of resolution of the Event.

- 6.4 If, due to the failure of a Collaboration Partner, another Collaboration Partner is unable to provide or is delayed in providing its services under its Partner Agreement, and the affected Collaboration Partner is incapable of remedying the issue from its own resources, then the Collaboration Partner affected by the failure of the other Collaboration Partner shall still be expected to endeavour to provide its Partner Services but shall be excused performance for the purposes of any affected Service Levels.
- 6.5 If, following an Event, the Collaboration Partners agree that there is an underlying problem with one or more of the Collaboration Partners' Partner Services that would lead to a re-occurrence of the Event, the affected Collaboration Partners and those Collaboration Partners whose Partner Services have caused the Event ("**Resolution Team**") shall prepare proposals in writing for the resolution of the underlying problem so as to prevent a re-occurrence of the Event ("**Resolution Proposals**") within such period as the members of the Resolution Team and the Authority agree in writing. The Resolution Proposals shall contain, as a minimum:
- 6.5.1 detailed descriptions of the impact of the Event on the Partner Services under each Partner Agreement;
 - 6.5.2 proposals for resolving the underlying problem; and
 - 6.5.3 a timetable of activities required by all parties affected by the Event to resolve the underlying problem.
- 6.6 On receipt of the Resolution Proposals, the Authority and the Resolution Team shall meet as soon as reasonably practicable to agree how best to resolve the underlying problems. Following this meeting, and in accordance with the timetable agreed during such meeting, the Resolution Team shall agree a joint final plan for the resolution of the underlying problem ("**Resolution Plan**"), and shall deliver this plan to the Authority.
- 6.7 In the event of any dispute in relation to this paragraph6, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7 RESOLUTION OF ISSUES

- 7.1 If a Collaboration Partner has any issues, concerns or complaints regarding any matter set out in this Schedule, including the conduct of any other Collaboration Partner, and such issues, concerns or complaints cannot be resolved by dialogue between the Collaboration Partners, then that Collaboration Partner shall notify the Authority's representative who shall seek to resolve the issue by a process of consultation with the Collaboration Partner.
- 7.2 If the Authority deems it necessary it shall request senior representatives of the Collaboration Partners to attend a meeting called solely to discuss and to seek to resolve the issue.

FRAMEWORK AGREEMENT SCHEDULE 13

TRAVEL AND SUBSISTENCE

Department for Environment, Food and Rural Affairs (Defra) Travel and Subsistence Policy

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy which reimburses staff for the expenses which they **actually** and **necessarily** incur in the course of **official business** which are in addition to their normal expenditure.

Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Travel should only be undertaken when there is no other practical business alternative and, where travel is necessary, sustainability and environmental issues are to be taken into account when planning meetings and journeys. Where a journey is necessary care must be taken to ensure that the mode of travel selected is the most cost effective option.

Mileage Allowance

Mileage claims should comply with the overarching rule of being **additional** to everyday commuting costs. An individual who does not incur any additional cost on a trip out of the office should not claim for any mileage.

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p
Note: Travellers will not be reimbursed for parking fines or speeding tickets.	*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed. ** Under HMRC rules this expense is taxable.	

Taxis	
	All Employees
All journeys	Taxi fares should be claimed ONLY where the manager or approver is satisfied that such costs are necessary, for example, journeys where there are no other suitable method of public transport.

Rail Travel

Rail Travel	
All Journeys	All Employees
<p>Standard class rail unless where there is a clear business reason. In this case this must be approved in advance of booking and fully demonstrate value for money. This includes international rail journeys by Eurostar and other international and overseas rail operators.</p> <p>Advance purchase rail tickets should be purchased when possible and staff are strongly advised to book as far ahead as possible in order to obtain the best price. Last minute travel should be avoided as far as business will allow.</p>	

Air Travel

Air	Class of travel
All Employees	
All Journeys	Economy Class/Business Class

	<p>All air travel requires prior approval from a manager or approver. There is a complete ban on first class air travel with no exceptions.</p> <p>Air travel for journeys of less than 5 hours should be via economy class only.</p> <p>For journeys between 5 and 10 hours a business class flight may be purchased where:</p> <ul style="list-style-type: none"> • Bookings are not available in the lower class and the timing or date of the journey cannot be changed. • If staff will be required to work immediately on arrival. • On disability/medical grounds. <p>For journeys of over 10 hours a business class flight may be purchased subject to approval from a manager or approver.</p>
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UK Subsistence

Location	Rate
London (Bed and Breakfast)	£130 per night
Rates for specific cities (bed and breakfast)	Bristol £100 (per night) Weybridge £100 (per night) Warrington £90 (per night) Reading £85 (per night)
UK Other (Bed and Breakfast)	£75 (per night)
<p>Subsistence may be claimed where the following conditions apply:</p> <ul style="list-style-type: none"> • The expense arises necessarily from the proper performance of the claimant's duties • The expense is incurred whilst away from the claimant's regular place(s) of work or whilst staying away from home • The expense incurred is reasonable and additional to the employee's normal expenditure • The claim is fully supported by receipts submitted with the claim • The claim is within the limit for each category, as set out below. 	

Subsistence

Subsistence may be claimed where the following conditions apply:

One meal (5 hour rate)

A person claiming for one meal would be expected to be away from his/her base for a period of more than five hours.

Two meals (10 hour rate)

A person claiming for two meals would be expected to be away from his/her base for a period of more than ten hours.

Three meals (12 hour rate)

A person claiming for three meals would be expected to be away from his/her base for a period of more than twelve hours.

24 Hour claim

A person can only claim under this heading if there is an overnight stay at a hotel where lunch and/or dinner is not included in the hotel claim. Additional meal claims as set out above apply for periods in excess of 24 hours.

Employee subsistence rates

Subsistence Type	Upper Limit
One meal (5 hour) ceiling	£5
Two meal (10 hour) Ceiling	£10
Three meals (12 hour) Ceiling	£15
24 hour Ceiling	£20

NB Claims for soft beverages may be made within each meal claim provided that receipts are produced and the claim falls within the applicable ceiling.

These expenses **cannot** be claimed if:

- A meal or beverage is not purchased
- The meal does not constitute additional expenditure.
- The "staying with friends or relatives allowance" is claimed (in which case the 24 hour claim is not allowed)
- Meals have been taken at home
- Meals are provided during a training course, conference or similar activity
- Meals are provided on the train or plane and included in the ticket cost

Additionally:

- Alcohol cannot form part of any claim

FRAMEWORK AGREEMENT SCHEDULE 14

STAFF SECURITY VETTING PROCEDURES

All Framework Providers/Suppliers and their Staff are required to meet the Baseline Personnel Security Standard (BPSS). The Baseline Standard requires the verification of the following four elements:

- a) **Identity:** to verify identity, applicants are required to provide a selection from the following:
- Confirmation of name, date of birth and address.
 - Full current ten year passport.
 - National insurance number or other unique personal identifying number (where appropriate).
 - Confirmation of any necessary qualifications/licences.
- b) **Employment history (past three years – relates to pre-employment checks and in most cases, is only applied to individuals seeking permanent employment):** to verify employment history, applicants must supply information on the following:
- Full details of previous employers (name, address and dates), over the past three years.
 - Periods spent overseas for a total of six months or more during the previous three years.
 - Referee contact details in respect of previous employers.
 - Educational details and references where someone is new to the workforce.
- c) **Nationality and Immigration Status (non-British Nationals):** to verify the right to remain and work in the UK, applicants must supply the following:
- Full current EEA passport or National Identity Card (as appropriate).
 - Appropriate visa allowing employment for a non-EU national.
- d) **Criminal record (unspent convictions only):** applicants must disclose the following:
- Unspent criminal records via the Disclosure and Barring Service (formally Disclosure Scotland) or Access Northern Ireland.
 - Overseas police certificates or certificates of good conduct (where available) for applicants who have recently come to the UK or lived abroad for more than five years.

Suppliers shall have completed a 'Baseline Check' process prior to the commencement of any Call- Off Contract with a Contracting Authority.

The Authority requires proof of checks performed elsewhere and a check completed more than six months prior to the commencement of a Call-Off Contract shall not be accepted.

Applicants are required to complete and sign the following forms:

- Defra PSV 33 form **Baseline Personnel Security Check Questionnaire**
- Disclosure and Barring Service **Police Act Disclosure Application** form for a Criminal Records Check certificate.

More information on the BPSS and also higher level National Security Vetting (NSV) clearances can be found by accessing the following link:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/299547/HMG_Personnel_Security_Controls.pdf

FRAMEWORK AGREEMENT SCHEDULE 15
CHANGE CONTROL NOTICE

Contract Change Note	
CCN Number	
Contract Reference Number and Title	
Variation Title	
Number of Pages	

WHEREAS the Framework Provider and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract.

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Contract Change Details		
Change Requestor/Originator	[x]	
Summary of Change	[x]	
Reason for Change	[x]	
Revised Contract Value	Original contract value	[£x]
	Previous contract change values	[£x]
	Contract Change Note [x] value	[£x]
	New revised contract value	[£x]
Revised Payment Schedule	[x]	
Revised Specification	[x]	
Revised Contract Period	[x]	
Change in Contract Manager	[x]	
Other Changes	[x]	

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

FRAMEWORK AGREEMENT SCHEDULE 16

TENDER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

FRAMEWORK AGREEMENT SCHEDULE 17

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made the _____ day of _____ [insert date] (“the Commencement Date”)

BETWEEN:

[Insert Name of Entity] registered in England and Wales under company number [Number]) whose registered office is situated at [Address] (the “**Framework Provider**”); and

[Insert name and address of the Staff member, professional advisor or consultant of the Framework Provider]
(the "Recipient").

each a **“Party”** and together the **“Parties”**.

WHEREAS:

(a) The Framework Provider has contracted with the Secretary of State for Environment, Food and Rural Affairs (the “**Authority**”) to provide services to the Authority pursuant to a framework agreement dated [insert date] (“**Framework Agreement**”).

(b) The Framework Agreement places an obligation of confidentiality on the Framework Provider. The Recipient is an [insert employee, professional advisor or consultant] of the Framework Provider engaged in the provision of certain services to the Authority in support of or in connection with the services to be provided by the Framework Provider under the Framework Agreement.

(c) The Recipient may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Framework Agreement (Clause 12) and Call-off agreement (E4) require the Framework Provider to ensure that the Recipient enters into a confidentiality agreement with the Framework Provider on the terms and conditions set out herein.

(d) Any Confidential Information disclosed by the Authority or the Framework Provider to the Recipient, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

1. In this Agreement:

a) **“Confidential Information”** means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third

parties in respect of which the Recipient owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988; whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

b) “**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, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Framework Provider is bound to comply.

2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

6. The Recipient undertakes to hold in confidence all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Framework Provider's delivery of the services under the Framework Agreement without the prior written permission of the Authority.
7. The Recipient will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
8. The Recipient shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Framework Provider, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
9. The Recipient will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Recipient is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Framework Provider shall institute and enforce such disciplinary proceedings as against the Recipient in relation to such breach.
11. Where the disclose is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Framework Provider to terminate the contract of engagement with the Recipient

immediately, and the Framework Provider shall enforce such right of termination as against the Recipient in relation to such breach.

12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Framework Provider or where so required by the Authority and notified to the Recipient, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Recipient for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
 - 14.1 Disclosure of Confidential Information by the Recipient when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
 - 14.2 Disclosure of Confidential Information by the Recipient where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
 - 14.3 Disclosure of Confidential Information by the Recipient where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
 - 14.4 Possession of Confidential Information by the Recipient where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information; provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.
15. The Recipient shall: notify the Framework Provider and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registerable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties to this Agreement may have, the

Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. The Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.
25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The Parties to this Agreement irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Framework Provider:

SIGNED by the Recipient

FRAMEWORK AGREEMENT SCHEDULE 18
PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

2. The contact details of the Customer Data Protection Officer are:

Core Defra Data Protection Office data.protection@defra.gov.uk

3. The contact details of the Supplier Data Protection Officer are:

Kris Sutton ksutton@acumenwaste.co.uk

4. The Supplier shall comply with any further written instructions with respect to processing by the Customer.

5. Any such further instructions shall be incorporated into this Schedule.

Data Processing Descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.
Duration of the processing	Duration of the contract period
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	Includes: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc
Categories of Data Subject	Includes: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>All relevant data to be transferred to Defra at the end of the contract period.</p>
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