

HO/CPPP/10 – National Framework Agreement for the Supply of Conducted Energy Devices and Associated Equipment

SCHEDULE 3

ORDER FORM

The Contract shall be in accordance with the Terms and Conditions as set out in Schedule 4 of the Framework Agreement, with the inclusion of the below MOD specific terms and forms:

DEFCON	DEFFORM	Instructions
DEFCON 68 02/19 – Supply of Hazardous Articles, Materials and Substances	DEFFORM 68	The Provider must provide a completed DEFFORM 68 with safety data sheets for those with hazardous articles, materials and substances.
DEFCON 522 11/17 – Payment and Recovery of Sums Due	N/A	The Provider must provide all details to register on CP&F and invoice electronically via Exostar.
DEFCON 532A 04/20 – Protection for Personal Data	N/A	DEFCON 532A is used where personal data is not being processed on behalf of the Authority. Should the Provider be required to process Personal Data the Contract will be amended to include DEFCON 532B and DEFFORM 532.
DEFCON 656A 08/16 – Termination for Convenience	N/A	

Where DEFCONs and Framework Terms and conditions conflict the DEFCONs will take precedence.

The Provider's own terms and conditions will not apply to the Contract or any Order.

Table 1 provides total quantities for the life of the Contract, Table 3 provides the expected yearly breakdown.

Standard lead-time is twenty (20) working days from the date an Order is accepted. The 20/21 order will be ready for collection by 16/09/2020 with subsequent orders being delivered yearly in May.

Table 1 – Provision of CEDs and Associated Equipment

Framework Reference Number: HO/CPPP/10				
Contract Number & Title: 700832368 – Supply of Tasers & Supporting Equipment to SBAP				
Name of Contracting Authority (also the “Customer”): UK Strategic Command – Ministry of Defence				
Provider Name: Axon Public Safety UK Ltd				
Item	Part No.	Firm Unit Price (ex VAT)	Quantity of Item Being Ordered	Total Cost (ex VAT)
Conductive Energy Device (CED): TASER X2 (Yellow) – Laser Class. Iia	[REDACTED]	[REDACTED]	30	[REDACTED]
Power Source: Automatic shut-down Performance Power Magazine (APPM) (Black)	[REDACTED]	[REDACTED]	285	[REDACTED]
Live Cartridges: TASER Smart Cartridge 25' (Black)	[REDACTED]	[REDACTED]	4,540	[REDACTED]
Training Cartridges: Live Smart Cartridge 25' Training Simulator (Blue)	[REDACTED]	[REDACTED]	700	[REDACTED]
Holsters (Cartridge): Cytac kit including rigid holster, dual cartridge (Right Handed)	[REDACTED]	[REDACTED]	153	[REDACTED]
Holsters for CED: Cytac Holster Only (Right Handed)	[REDACTED]	[REDACTED]	143	[REDACTED]
Holsters for CED: Cytac Holster Only (Left Handed)	[REDACTED]	[REDACTED]	10	[REDACTED]
UK Delivery (Quoted Framework costs include UK Delivery)	[REDACTED]	[REDACTED]	0	[REDACTED]
Commercial Delivery to Cyprus	[REDACTED]	[REDACTED]	3	[REDACTED]
				£212,939.00

Table 2 – Additional Items/Services			
Item	Firm Unit Price	Quantity	Total Cost (ex VAT)
Maintenance & Support Included within the initial 12-month Warranty Period and includes: <ul style="list-style-type: none"> • Support Mon-Fri 9am-5pm by telephone or email; • Repairs/replacements will be returned within 10 working days to SBAP Cyprus from report of failure. (The Authority and Supplier can agree to exceed this 10 days noting shipment to Cyprus). • All software and firmware updates will be provided free of charge through the length of the agreement. 	NIL	N/A	NIL
Commercial Delivery to Cyprus A limit of liability has been assigned for delivery of orders 2,3 & 4. Where Axon Public Safety UK Ltd incur charges beyond this, they will be liable for such charges. Shipping will be paid at cost, receipts to be provided by Axon Public Safety UK Ltd.	[REDACTED]	3	[REDACTED]

Table 3 – Delivery/Order Quantities					
Item	Part No	Order 1 September 2020	Order 2 May 2021	Order 3 May 2022	Order 4 May 2023
Conductive Energy Device (CED): TASER X2 (Yellow) – Laser Class. Iiia	[REDACTED]	15	0	15	0
Power Source:	[REDACTED]	60	75	75	75

Automatic shut-down Performance Power Magazine (APPM) (Black)					
Live Cartridges: TASER Smart Cartridge 25' (Black)	[REDACTED]	1,240	1,100	1,100	1,100
Training Cartridges: Live Smart Cartridge 25' Training Simulator (Blue)	[REDACTED]	200	100	200	200
Holsters (Cartridge): Cytac kit including rigid holster, dual cartridge (Right Handed)	[REDACTED]	123	30	0	0
Holsters for CED: Cytac Holster Only (Right Handed)	[REDACTED]	113	30	0	0
Holsters for CED: Cytac Holster Only (Left Handed)	[REDACTED]	10	0	0	0

Required Delivery Time/Date:	<p>Order 1 – to be collected from Axon Public Safety UK by no later than 16th September 2020</p> <p>Order 2 – to be delivered by no later than 31st May 2021</p> <p>Order 3 – to be delivered by no later than 31st May 2022</p> <p>Order 4 – to be delivered by no later than 31st May 2023</p> <p>Late orders will be treated in accordance with 7.5 of the terms and conditions.</p>
Specific Instructions Relating to Delivery:	<p>Order 1 shall be collected by a third party logistics company, co-ordinated by the Authority. Axon UK Pubic Safety Ltd will liaise with this company where required and ensure goods are ready for collection by 16th September 2020.</p> <p>Orders 2,3 & 4 shall be delivered directly to Cyprus, any export requirements shall be managed by Axon UK Public Safety Ltd. CPPC who act as BFC logistics support provider and will deal with import and onward shipment of goods from Airport or Seaport of arrival within Cyprus.</p> <p>Freight should not be directly addressed to CPPC Logistcis Group or to any third party handling agents as this will incur delays and additional costs.</p> <p>All Bills of Lading (Air/Seaway bill) and any other associated documentation must copied to CPPC Logistics Group.</p>

Delivery Address and Contact Name:	Invoice Address (if different from Delivery Address):
<p>Goods are to be delivered to either</p> <ul style="list-style-type: none"> - Airport of Arrival (Paphos or Larnaca) - Seaport of Arrival (Larnaca) <p>Goods shall be labelled as below:</p> <p>[REDACTED]</p> <p>NOTIFY PARTY:</p> <p>[REDACTED]</p>	<p>Invoices shall be sent via email to SBA Police ([REDACTED]) for loading on to CP&F.</p> <p>Payment shall be made in accordance with DEFCON 522 and Axon Public Safety UK Ltd must invoice via Exostar.</p>

Authorised to sign on behalf of the Customer

Authorised to sign on behalf of the Provider

Signature:	Signature:
Date:	Date:
Name in Capitals	Name in Capitals
Address:	Address:

SCHEDULE 4

CALL-OFF TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 Definitions

In this Contract, unless the context otherwise requires the following provisions shall have the meanings given to them below:-

"Approval" and "Approved"	means the written consent of the Customer
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires
"Customer"	means the customer(s) identified in the Order Form
"Contract Commencement Date"	means the date on which an Order is accepted by the Provider
"Contract Period"	has the meaning given to that term in Clause 2
"Commercially Sensitive Information"	means the information listed in Annex A (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Provider, its IPR or its business or which the Provider has indicated to the Authority that, if disclosed by the Authority, would cause the Provider significant commercial disadvantage or material financial loss;
"Confidential Information"	means:- (a) any information which has been designated as confidential by either 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, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and (b) the Specifications and does not include any information:- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 6.7 (Confidential Information)); (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the

	disclosing Party;
	(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
	(iv) is independently developed without access to the Confidential Information
"Contract"	means the written agreement between the Customer and the Provider consisting of the Order Form and these clauses save that, for the purposes of Clause 1.5.4 only, reference to 'Contract' shall not include the Order Form
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Provider by the Customer under the Contract, as set out in the Order Form, for the full and proper performance by the Provider of its obligations under this Contract
"Contracting Authority"	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 (as amended) other than the Customer and includes the following public sector bodies: the Metropolitan Police Authority; Police Crime Commissioners, the Northern Ireland Policing Board, Scottish Police Authority, Police Scotland, the Greater London Authority (or a functional body within the meaning of the Greater London Authority Act 1999), including the Police Forces of the United Kingdom, the Channel Islands, Home Office, British Transport Police, Ministry of Defence Police, College of Policing, the Civil Nuclear Constabulary and the National Crime Agency.
"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
"Default"	means any breach of the obligations of the relevant Party (including but not limited to fundamental 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 Contract and in respect of which such Party is liable to the other
"Delivery"	means handing over of the Goods to the Customer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 3.4 (Delivery). "Deliver" and "Delivered"

shall be construed accordingly

"Environmental Information Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under this 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"	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:-</p> <ul style="list-style-type: none">(a) any industrial action occurring within the Provider's or any sub-contractor's organisation; or(b) the failure by any sub-contractor to perform its obligations under any sub-contract
"Framework Agreement"	means the framework agreement for the provision of Conducted Energy Devices (CEDs) and associated equipment between The Secretary of State for The Home Department and the Provider dated 13 th March 2017.
"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 Contract or defrauding or attempting to defraud or conspiring to defraud the Customer
"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
"Goods"	means the goods to be supplied as specified in the Order Form
"Information"	has the meaning given under Section 84 of the FOIA

"Intellectual Property Rights" and "IPRs"	means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, 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
"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 Provider is bound to comply
"Month"	means calendar month
"Order"	means the order submitted by the Customer to the Provider in accordance with the Framework Agreement
"Order Form"	means the order submitted to the Provider by the Customer in accordance with the Framework Agreement which sets out the description of the Goods or Services to be supplied
"Parent Company"	means any company which is the ultimate Holding Company of the Provider or any other company of which the ultimate Holding Company of the Provider is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged by the same or similar business to the Provider. The term " Holding Company " shall have the meaning ascribed in Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto
"Party"	means the Provider or the Customer and " Parties " shall be construed accordingly
"Premises"	means the address where the Goods are to be Delivered or where the Services are to be provided, as set out in the Order Form
"Provider"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Order Form

"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation 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 Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards that apply to the Goods or Services and/or are set out in the Order Form
"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 Contract or any other affairs of the Customer
"Replacement Provider"	means any third party provider of Goods or Services appointed by the Customer to supply any goods or Services which are substantially similar to any of the Goods or Services, and which the Customer receives in substitution for any of the Goods or Services following the expiry, termination or partial termination of the Contract
"Request for Information"	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply)
"Services"	means the services to be supplied as specified in the Order Form
"Specifications"	means the specifications for the Goods and Services as set out at Schedule 1 of Framework Agreement between The Secretary of State for The Home Department and the Provider dated 13 th March 2017 as amended from time to time.
"Staff"	means all persons employed by the Provider to perform its obligations under the Contract together with the Provider's staff, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract
"Taser 60 Plan"	means the "Basic" T60 Payment Plan and the "Premier" T60 Payment Plan as added to the Framework Agreement in CCN 03 on 15 September 2017
"Taser 60 Plan start date"	is the shipment date of the hardware as ordered under the Taser 60 Plan
"Taser 60 Term"	is the date 5 years after the Taser Plan start date

"Tender"	means the document(s) submitted by the Provider to the Customer in response to the Customer's invitation to suppliers for offers to supply it with Goods and Services pursuant to the Framework Agreement
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales

1.2 Interpretation

1.2.1 In this Contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- (d) any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- (e) the headings in this Contract are for ease of reference only and shall not affect its interpretation;
- (f) references to clauses, schedules and appendices are, unless otherwise provided, references to the clauses of and schedules and appendices to this Contract;
- (g) if there is any conflict between the clauses and the schedules and/or any appendices to the schedules and/or any other documents referred to in this Contract, the Clauses shall prevail over the remainder of the Schedules;
- (h) where an amount or sum is expressed to be "subject to indexation" at a point in time, it shall be adjusted by reference to the percentage change in the Retail Prices Index (all items excluding mortgages) over the most recent twelve (12) months for which published data is available at that point in time; and
- (i) neither Party shall be liable for any Default of its obligations under this Contract to the extent that such Default is caused by a failure or delay by the other party in performing its obligations under this Contract, provided and to the extent that the affected Party notifies the other party of such failure or delay within twenty (20) Working Days of the affected Party becoming aware of its occurrence and of its likely impact.

1.3 Provider's Status

At all times during the Contract Period the Provider shall be an independent contractor and nothing in the 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 Contract.

1.4 Customer's Obligations

Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the 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 Contract (howsoever arising) on the part of the Customer to the Provider.

1.5 Entire Agreement

- 1.5.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt within them and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 1.5.2 Each of the Parties acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Contract.
- 1.5.3 Nothing in Clauses 1.5.1 and 1.5.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 1.5.4 In the event of and only to the extent of any conflict between the Order Form, the clauses of this Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-
- (a) the Framework Agreement;
 - (b) the Order Form;
 - (c) the clauses of this Contract; and
 - (d) any other document (other than the Framework Agreement) referred to in the clauses of this Contract.
- 1.5.5 This 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.

1.6 Notices

- 1.6.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
- 1.6.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 1.6.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

1.6.3 For the purposes of Clause 1.6.2 the address of each Party shall be:-

- (a) for the Customer: the address set out in the Order Form;
- (b) for the Provider: the address set out in this Contract.

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

1.7 Mistakes in Information

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

1.8 Conflicts of Interest

1.8.1 In providing the Goods and/or Services, the Provider shall (and shall procure that the Staff shall) not do any act or thing nor permit any situation to arise whereby a conflict or a potential conflict arises or may arise between the interests of the Customer and the interests of the Provider and/or bring the Customer into disrepute (a "**Reputational Concern Event**").

1.8.2 The Provider shall notify the Customer in writing as soon as reasonably practicable, and in any event within ten (10) Working Days, of:

1.8.3 any actual or potential conflict of interest arising from its involvement in this Contract;

1.8.4 a Reputational Concern Event. The Provider shall provide details of:

- (a) the identity of any person;
- (b) the details of the Reputational Concern Event; and
- (c) the Provider shall regularly update the Customer until the conclusion of the Reputational Concern Event.

1.8.5 The Provider shall comply with any reasonable instructions of the Customer to:

- (a) end, avoid or mitigate the effect of any actual or potential conflict of interest; and
- (b) end, avoid or mitigate the effect of the Reputational Concern Event.

1.9 Prevention of Fraud

1.9.1 The Provider shall take all reasonable steps to prevent any Fraud by Staff and the Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

1.9.2 The Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

1.9.3 If the Provider or its staff commits any Fraud in relation to this Contract the Customer may:

- (a) terminate this Contract with immediate effect by giving the Provider notice in writing and recover from the Provider the amount of any loss suffered by the Customer resulting from the termination including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods or Services

and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or

- (b) recover in full from the Provider any other loss sustained by the Customer in consequence of any breach of this clause.

2. CONTRACT PERIOD

This Contract shall take effect on the Contract Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of this Contract (the “**Contract Period**”).

3. SUPPLY OF GOODS

3.1 The Provider shall supply and, where relevant, Deliver and install the Goods in accordance with this Contract, the requirements in the Framework Agreement, the requirements in the Specifications as set out in Schedule 1 of the Framework Agreement, the Order Form and in accordance with any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

3.2 The Provider shall ensure that the Goods:

3.2.1 are fully compliant with the Specifications as set out in Schedule 1 of the Framework Agreement and in compliance with the Standards as set out in clause 15 of the Framework Agreement.

3.2.2 are of new and unused;

3.2.3 are supplied strictly in accordance with the Specifications, standards and stipulations contained in or annexed to the Order and, unless otherwise agreed in writing, shall conform to all relevant UK and EC standards, specifications and conditions including, the Quality Standards; and

3.2.4 are in compliance with all applicable laws, including but not limited to, any obligations implied by Section 12 and 14 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982.

3.3 The Provider warrants, represents, undertakes and guarantees that the Goods supplied under this Contract shall:

3.3.1 be free from defects (manifest or latent), in materials and workmanship and remain so for twelve (12) Months after Delivery;

3.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

3.3.3 conform with the Specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Provider) supplied by, or on behalf of, the Provider;

3.3.4 be free from design defects;

3.3.5 be fit for any purpose held out by the Provider or made known to the Provider by the Customer expressly or by implication, and in this respect the Customer relies on the Provider's skill and judgement. The Provider acknowledges and agrees that the approval by the Customer of any designs provided by the Provider shall not relieve the Provider of any of its obligations under this sub-clause.

3.4 Delivery

- 3.4.1 The Provider shall Deliver the Goods at the time(s) and date(s) specified in the Order Form.
- 3.4.2 Unless otherwise stated in the Order Form, where the Goods are Delivered by the Provider, Delivery shall be completed when:
- 3.4.2.1 where the Goods are transported or dispatched by the Provider, the Goods are removed from the transporting vehicle at the Premises and the Customer has signed for Delivery; or
 - 3.4.2.2 where the Goods are collected by the Customer, when the Goods are loaded onto the Customer's vehicle and the Customer has signed for Delivery.
- 3.4.3 Except where otherwise provided in the Order Form, Delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Provider's suppliers or carriers at the Premises or such place as the Customer or duly authorised person shall reasonably direct.
- 3.4.4 Time of Delivery shall be of the essence and if the Provider fails to Deliver the Goods within the time specified in the Order Form the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate this Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 3.4.5 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity ordered. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Provider to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by it as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Provider for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Provider unless they are expressly accepted by the Customer in writing. The Customer shall be under no obligation to accept or pay for any Goods supplied earlier than the date for Delivery stated in the Order Form.
- 3.4.6 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept Delivery by instalments. If, however, the Customer does specify or agree to Delivery by instalments, Delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer, entitle the Customer to terminate the whole of any unfulfilled part of this Contract without further liability to the Customer.
- 3.4.7 The Provider shall comply with the obligations set out in Annex B, Schedule 4, Delivery (Supply and Demand Requirements).

3.5 Ownership and Risk

Ownership and risk in the Goods shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer when Delivery of the Goods is complete (including any off-loading and stacking).

3.6 Non-Delivery

Where specified by the Customer on dispatch of any consignment of the Goods the Provider shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be Delivered to the Customer on the due date for Delivery, the Customer shall, (provided that the Customer has been advised in writing of the dispatch of the Goods), within twenty (20) Working Days of the notified date of Delivery, give notice to the Provider that the Goods

have not been Delivered and may request the Provider free of charge to Deliver substitute Goods within the timescales specified by the Customer or terminate this Contract.

3.7 Inspection, Rejection and Guarantee

3.7.1 The Customer or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Provider's premises and the Provider shall provide all reasonable assistance in relation to any such inspection or test free of charge. No failure to make complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the Customer of any rights or remedies in respect of the Goods and the Customer reserves the right to reject the Goods in accordance with this Clause 3.7.

3.7.2 The Customer may by written notice to the Provider reject any of the Goods which fail to conform to the Specifications or fail to meet the Contract requirements. Such notice shall be given within a reasonable time after Delivery to the Customer of such Goods. If the Customer rejects any of the Goods pursuant to this clause the Customer may (without prejudice to other rights and remedies) either:

- (a) have such Goods promptly, and in any event within five (5) Working Days, replaced by the Provider with Goods which conform in all respects with the Specifications or with the Order Form and due Delivery shall not be deemed to have taken place until such replacement has occurred; or
- (b) treat the Contract as discharged by the Provider's breach and obtain a refund from the Provider in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Customer in obtaining other goods in replacement provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.

3.7.3 The issue by the Customer of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods.

3.7.4 The Provider hereby guarantees the Goods for the period from the date of Delivery to the date twelve (12) Months thereafter against faulty materials or workmanship. If the Customer shall within such guarantee period or within twenty five (25) Working Days thereafter give notice in writing to the Provider of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Provider shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.

3.7.5 Any Goods rejected or returned by the Customer shall be returned to the Provider at the Provider's risk and expense.

3.8 Labelling and Packaging

The Goods shall be packed and marked in a proper manner and in accordance with the Customer's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the order number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

4 SUPPLY OF SERVICES

4.1 The Provider shall supply the Services to the Customer subject to and in accordance with the terms and conditions of this Contract, the requirements in the Framework Agreement, the requirements in, the Specifications as set out in Schedule 1 of the Framework Agreement and the Order Form.

4.2 The Provider shall ensure that the Services are fully compliant with the relevant Specifications as set out in Schedule 1 of the Framework Agreement and in compliance with the Standards as set out in clause 15 of the Framework Agreement

4.3 In supplying the Services, the Provider shall:

4.3.1 co-operate with the Customer in all matters relating to the Services;

4.3.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Provider's industry, profession or trade;

4.3.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Provider's obligations are fulfilled in accordance with this Contract;

4.3.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

4.3.5 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises or other locations where Services may be delivered;

4.3.6 obtain and at all times maintain all necessary licences and consents required for the provision of the Services, and comply with all applicable Laws and regulations;

4.3.7 perform the Services with the best care, skill and diligence in accordance with Good Industry Practice; and

4.3.8 provide all documents, materials, equipment, tools and vehicles and other items as are required to provide the Services.

4.4 The Provider hereby guarantees parts, upgrades, spares or other deliverables provided in connection with the Services for a minimum period of twelve (12) months from the date of provision of the Service against faulty materials or failure. If within such period any faults or failure arises under normal use, the Customer shall give notice in writing to the Provider of any defect or failure within (five) 5 Working Days of becoming aware of such defect or failure and, the Provider shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects or failures (whether by repair or replacement as the Customer shall elect) free of charge.

5 PAYMENT AND CONTRACT PRICE

5.1 Contract Price

5.1.1 In consideration of the Provider's performance of its obligations under this Contract, the Customer shall pay the Contract Price in accordance with Clause 5.2 (Payment and VAT).

5.1.2 The Customer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Provider a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with this Contract.

5.2 Payment and VAT

5.2.1 In consideration of the Provider performing its obligations under this Contract, the Customer shall pay all sums due to the Provider in cleared funds within 30 days of receipt of a valid and undisputed invoice, submitted in accordance with the payment profile set out in the Order Form.

- 5.2.2** The Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods and/or Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- 5.2.3** Where the Provider enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the 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 Provider to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 5.2.4** The Provider 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 Provider's failure to account for or to pay any VAT relating to payments made to the Provider under the Contract. Any amounts due under this Clause 5.2.4 shall be paid by the Provider 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.
- 5.2.5** The Provider shall not suspend the supply of the Goods or Services unless the Provider is entitled to terminate the Contract under Clause 10.2 (Termination on Default) for failure to pay undisputed sums of money.
- 5.2.6** If following the Taser 60 Plan start date, the Customer terminates the Contract at any point during the Taser 60 Term, the Customer shall remain liable to pay all due amounts for the goods and services provided through to the remainder of the Taser 60 Term.

5.3 Recovery of Sums Due

- 5.3.1** Wherever under the Contract any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Contract or under any other agreement or contract with the Customer.
- 5.3.2** 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.
- 5.3.3** The Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Provider.
- 5.3.4** All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

6 STATUTORY OBLIGATIONS AND REGULATIONS

6.1 Error! Bookmark not defined. Prevention of Bribery and Anti-Corruption

- 6.1.1** The Provider shall not offer or give, or agree to give, to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

6.1.2 The Provider warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Customer or any other public body in connection with the Contract.

6.1.3 The Provider shall:

6.1.3.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “Relevant Requirements”);

6.1.3.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

6.1.3.3 have and shall maintain in place throughout the Contract Period its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 6.1.3.2 and shall enforce them where appropriate;

6.1.3.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with the performance of this Contract

6.1.3.5 immediately notify the Customer in writing if a foreign public official becomes an officer or employee of the Provider or acquires a direct or indirect interest in the Provider, and the Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Contract Commencement Date;

6.1.3.6 within three (3) months of the Contract Commencement Date, and annually thereafter, certify to the Customer in writing signed by an officer of the Provider, compliance with this clause 6.1.3.6 by the Provider and all persons associated with it under clause 6.1.3. The Provider shall provide such supporting evidence of compliance as the Customer may reasonably request.

6.1.4 The Provider shall ensure that any person associated with the Provider who is performing services or providing goods in connection with this Contract so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Provider in clause 6.1.2(the “Relevant Terms”). The Provider shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

6.1.5 If the Provider, its Staff or anyone acting on the Provider’s behalf, engages in conduct prohibited by clause 6.1.1 or 6.1.2 or commits any offence under the Bribery Act 2010, the Customer may:

6.1.5.1 terminate the Contract and recover from the Provider the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods or Services under a new contract and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; or

6.1.5.2 recover in full from the Provider any other loss sustained by the Customer in consequence of any breach of clauses 6.1.2 to 6.1.3.

6.1.6 For the purpose of this clauses 6.1.2 to 6.1.4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance

issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of clauses 6.1.2 to 6.1.4, a person associated with the Provider includes but is not limited to any sub-contractor of the Provider.

6.2 Discrimination

6.2.1 The Provider shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

6.2.2 The Provider shall take all reasonable steps to secure the observance of Clause 6.2.1 by all servants, employees or agents of the Provider and all suppliers and sub-contractors employed in the execution of the Contract.

6.3 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

6.4 Environmental Requirements

The Provider shall perform its obligations under the Contract in accordance with the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

6.5 Data protection

6.5.1 The Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) be notified under the Data Protection Act 1998 ("DPA") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

6.5.2 Notwithstanding the general obligation in Condition 6.5, where the Provider is processing personal data (as defined by the DPA) as a data processor for the Customer (as defined by the DPA) the provisions set out at clauses 6.5 – 6.11 shall apply.

6.5.3 The Provider shall not disclose or allow access to any Personal Data provided by the Customer, or acquired by the Provider during the course of tendering or executing its obligations under the Contract, other than to a person employed or engaged by the Provider or a sub-contractor or to data subjects to the extent that they are entitled to receive such Personal Data in accordance with the DPA, without the prior written permission of the Customer.

6.5.4 Any disclosure or access to Personal Data allowed under this clause 6 shall be made in confidence and shall extend only so far as necessary for the purposes of the Contract except as otherwise required by the requirements of the DPA.

6.5.5 The Provider shall obtain the prior written agreement of the Customer to store or process Personal Data at sites outside the United Kingdom.

6.5.6 The Provider agrees that it, its Staff and agents and sub-contractors or any other person in the control of the Provider shall store or process Personal Data in accordance with the DPA and any statutory re-enactment or modification thereof.

- 6.5.7** The Provider shall fully indemnify the Customer against the costs of dealing with any successful civil claims made in respect of information subject to the DPA, or any statutory re-enactment or modification thereof, which claims would not have arisen but for some act, omission or negligence on the part of the Provider, its Staff, agents or sub-contractors.
- 6.5.8** All Personal Data, which is the subject of this clause 6, shall be retained at all times in the possession and under the control of the Provider. All rights in any compilation or database of such Personal Data shall vest in and be the property of the Customer. The Provider shall ensure that the Customer at all times has full rights of access to all such Personal Data and may take copies thereof.
- 6.5.9** With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Customer is the Data Controller and that the Provider is the Data Processor.
- 6.5.10** The Provider shall:
- 6.5.10.1** Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Customer to the Provider during the Term);
 - 6.5.10.2** Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Goods or Services or as is required by relevant Law or any Regulatory Body;
 - 6.5.10.3** implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 6.5.10.4** take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;
 - 6.5.10.5** obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractors or Affiliates for the provision of the Services;
 - 6.5.10.6** ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 6;
 - 6.5.10.7** ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer;
 - 6.5.10.8** notify the Customer (within five (5) Working Days) if it receives:
 - 6.5.10.8.1** a request for a data Subject to have access to the person's Personal Data; or
 - 6.5.10.8.2** a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
 - 6.5.10.9** provide the Customer with full cooperation and assistance in relation to any complaint or request made, including by:
 - 6.5.10.9.1** providing the Customer with full details of the complaint or request;

- 6.5.10.9.2** complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
- 6.5.10.9.3** providing the Customer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
- 6.5.10.9.4** Providing the Customer with any information requested by the Customer;
- 6.5.10.10** permit the Customer to inspect and audit the Provider's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Provider is in full compliance with its obligations under this Contract;
- 6.5.10.11** provide a written description of the technical and organisational methods employed by the Provider for processing Personal Data (within the timescales required by the Customer); and
- 6.5.10.12** not Process Personal Data outside the European Economic Area without the prior written consent of the Customer and, where the Customer consents to a transfer, to comply with:
 - 6.5.10.12.1** the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - 6.5.10.12.2** Any reasonable instructions notified to it by the Customer;
- 6.5.11** The Provider shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the Customer to breach any of its applicable obligations under the DPA.

6.6 Official Secrets Acts 1911

- 6.6.1**The Provider undertakes to abide by, and ensure that its Staff abide by, the provisions of the Official Secrets Acts 1911 to 1989.
- 6.6.2**In the event that the Provider and its Staff fail to comply with this clause 6.6, the Customer reserves the right to terminate the Contract by giving notice in writing to the Provider.
- 6.6.3**The provisions of clause 6.6 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

6.7 Confidential Information

- 6.7.1**Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 6.7.1.1** treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 6.7.1.2** not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 6.7.2**Clause 6.7.1 shall not apply to the extent that:

- 6.7.2.1** 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 pursuant to clause 6.8 (Freedom of Information);
 - 6.7.2.2** such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 6.7.2.3** such information was obtained from a third party without obligation of confidentiality;
 - 6.7.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 6.7.2.5** it is independently developed without access to the other Party's Confidential Information.
- 6.7.3**The Provider may only disclose the Customer's Confidential Information to its Staff who are directly involved in the provision of the Goods or 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.
- 6.7.4**The Provider shall not, and shall procure that its Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 6.7.5**At the written request of the Customer, the Provider shall procure that those members of the Staff identified in the Customer's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 6.7.6**Nothing in this Contract shall prevent the Customer from disclosing the Provider's Confidential Information:
- 6.7.6.1** to any Crown body or any other Contracting Authority. All Crown bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies 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 Crown body or any Contracting Authority;
 - 6.7.6.2** to any consultant, contractor or other person engaged by the Customer or any person conducting a gateway review;
 - 6.7.6.3** for the purpose of the examination and certification of the Customer's accounts;
 - 6.7.6.4** for 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.
- 6.7.7**The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Provider's Confidential Information is disclosed pursuant to clause 6.7.6 is made aware of the Customer's obligations of confidentiality.
- 6.7.8**Nothing in this clause 6.7 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

6.8 Freedom of Information

6.8.1The Provider 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.

6.8.2The Provider shall and shall procure that its sub-contractors shall:

6.8.2.1 transfer to the Customer 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;

6.8.2.2 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

6.8.2.3 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 or regulation 5 of the Environmental Information Regulations.

6.8.3The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

6.8.4In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Customer.

6.8.5The Provider acknowledges that (notwithstanding the provisions of Clause 6.8.2) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Provider or the Goods or Services:

6.8.5.1 in certain circumstances without consulting the Provider; or

6.8.5.2 following consultation with the Provider and having taken their views into account;

6.8.5.3 provided always that where 6.8.2 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

6.8.6The Provider shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

6.9 Publicity, Media and Official Enquiries

6.9.1The Provider shall not make any press announcements or publicise the Contract in any way without the Customer's prior Approval and shall take reasonable steps to ensure that its Staff, agents, sub-contractors, suppliers, professional advisors and consultants comply with this Clause 6.9.

6.9.2The Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.

6.9.3 The Provider shall not do anything or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

6.10 Security

6.10.1 The Provider shall comply with all reasonable security requirements of the Customer while on the Premises and shall ensure that all Staff comply with such requirements.

6.10.2 The Customer shall provide the Provider upon reasonable request copies of its written security procedures and shall afford the Provider upon reasonable request an opportunity to inspect its physical security arrangements.

6.11 Intellectual Property Rights

6.11.1 The Provider shall indemnify and keep indemnified and hold the Customer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer may suffer or incur as a result of any claim that provision of the Goods or Services infringes or allegedly infringes a third party's Intellectual Property Rights ("Claim").

6.11.2 The Customer shall notify the Provider in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Provider:

6.11.3 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

6.11.4 shall take due and proper account of the interests of the Customer; and

6.11.5 shall not settle or compromise the Claim without the Customer's prior approval (not to be unreasonably withheld or delayed).

6.12 Records and Audit Access

6.12.1 The Provider shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and Services provided under it and the amounts paid.

6.12.2 The Provider shall keep the records and accounts referred to in Clause 6.12.1 above in accordance with good accountancy practice.

6.12.3 The Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor such access to such records and accounts as may be required from time to time.

6.12.4 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the supply of the Goods or Services, save insofar as the Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.

6.12.5 Subject to the Customer's rights of Confidential Information, the Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:-

6.12.5.1 all information requested by the Customer within the scope of the audit;

6.12.5.2 reasonable access to sites controlled by the Provider and to equipment used in the provision of the Goods or Services; and

6.12.5.3 access to Staff.

6.12.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 6.12, unless the audit reveals a material Default by the Provider in which case the Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

7 CONTROL OF THE CONTRACT

7.1 Transfer and Sub-Contracting

7.1.1 The Provider shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior approval of the Customer (such approval not to be unreasonably withheld or delayed). Sub-contracting any part of the Contract shall not relieve the Provider of any obligation or duty attributable to the Provider under the Contract.

7.1.2 The Provider shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

7.1.3 Where the Customer has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Customer, be sent by the Provider to the Customer as soon as reasonably practicable.

7.1.4 Subject to Clause 7.1.6, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

7.1.4.1 any Contracting Authority; or

7.1.4.2 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

7.1.4.3 any private sector body which substantially performs the functions of the Customer;

7.1.4.4 provided that any such assignment, novation or other disposal shall not increase the burden of the Provider's obligations under the Contract.

7.1.5 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not, subject to Clause 7.1.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.

7.1.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 7.1.4 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"):

7.1.6.1 the rights of termination of the Customer in Clauses 10.1 (Termination on insolvency and change of control) and 10.2 (Termination on Default) shall be available to the Provider in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and

7.1.6.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Provider.

7.1.7 The Customer may disclose to any Transferee any Confidential Information of the Provider which relates to the performance of the Provider's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Provider's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.

7.1.8 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 Contract.

7.2 Waiver

7.2.1 The failure of either Party to insist upon strict performance of any provision of the 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 Contract.

7.2.2 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 1.6 (Notices).

7.2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

7.3 Variation

7.3.1 Subject to the provisions of this Clause 7.3, the Customer may request a variation to Goods or Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".

7.3.2 The Customer may request a Variation by completing and sending the Variation form attached at Schedule 6 ("the Variation Form") to the Provider giving sufficient information for the Provider to assess the extent of the Variation and any additional cost that may be incurred. The Provider shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.

7.3.3 In the event that the Provider is unable to provide the Variation to the Goods or Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:

7.3.3.1 agree to continue to perform their obligations under the Contract without the Variation; or

7.3.3.2 terminate the Contract with immediate effect, except where the Provider has already delivered part or all of the Order in accordance with the Order Form or where the Provider can show evidence of substantial work being carried out to fulfil the Order, and in such a 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 at Clause 12.2.

7.3.4 If the Parties agree the Variation and any variation in the Contract Price, the Provider shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

7.4 Severability

7.4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

7.4.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Provider shall immediately commence good faith negotiations to remedy such invalidity.

7.5 Remedies in the event of inadequate performance

7.5.1 The Provider acknowledges that the Customer relies on the skill and judgment of the Provider in the supply of the Goods and Services and the performance of its obligations under this Contract.

7.5.2 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Provider, then the Customer may, without prejudice to any other remedies under this Contract or its rights under Clause 10.2 (Termination on Default), do any of the following:

7.5.2.1 without terminating the Contract, itself supply or procure the supply of all or part of the Goods or Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Provider will once more be able to supply all or such part of the Goods or Services in accordance with an Order or this Contract;

7.5.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods or 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 Goods or Services;

7.5.2.3 terminate, in accordance with Clause 10.2 (Termination on Default), the whole of this Contract; and/or

7.5.2.4 charge the Provider for and the Provider shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods or 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 Provider for such part of the Goods or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods or Services.

7.5.3 If the Provider fails to supply any of the Goods or Services in accordance with the provisions of this Contract and such failure is capable of remedy, then the Customer shall instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Customer's instructions or such other period of time as the Customer may direct.

7.5.4 In the event that the Provider:

7.5.4.1 fails to comply with Clause 7.5.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

7.5.4.2 persistently fails to comply with Clause 7.5.3 above;

7.5.4.3 the Customer may terminate the Contract with immediate effect by giving the Provider notice in writing.

7.5.5 Without prejudice to any other right or remedy which the Customer may have, if any Goods or Services are not supplied in accordance with, or the Provider fails to comply with any of the terms of, the Contract the Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion whether or not any part of the Goods or Services have been accepted by the Customer:

7.5.5.1 to rescind the Order;

7.5.5.2 to reject the Goods or Services (in whole or in part) and, in respect of Goods, return them to the Provider at the risk and cost of the Provider on the basis that a full refund for the Goods so returned shall be paid forthwith by the Provider;

7.5.5.3 at the Customer's option to give the Provider the opportunity at the Provider's expense to either remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

7.5.5.4 to refuse to accept any further Deliveries of the Goods but without any liability to the Customer;

7.5.5.5 to carry out at the Provider's expense any work necessary to make the Goods or Services comply with the Contract; and

7.5.5.6 to claim such damages as may have been sustained in consequence of the Provider's breach or breaches of the Contract.

7.5.6 This Clause 7.5 (Remedies in the event of inadequate performance) shall extend to any substituted Goods or remedial Services supplied by the Provider.

7.5.7 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7.6 Cumulative Remedies

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the 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.

7.7 Monitoring of Contract Performance

The Provider shall comply with the monitoring arrangements as set out by the customer including, but not limited to, providing such data and information as the Provider may be required to produce under the Contract.

8 LIABILITIES

Liability, Indemnity and Insurance

8.1 Neither Party limits its liability for:

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

8.1.2 fraud or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or

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

Financial Limits

8.2 Subject to clause 8.1, the Provider's total aggregate liability:

8.2.1 in respect of Clause 5.2.4 (Payment and VAT) and Clause 6.11 (Intellectual Property Rights), shall be unlimited;

8.2.2 for all loss of or damage to the Authority Premises, property or assets of the Customer caused by the Provider's Default shall in no event exceed £2,000,000 for any one incident (subject to indexation); and

8.2.3 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract shall in no event exceed £5,000,000 for any one incident (subject to indexation).

8.3 Subject to clauses 8.1, 8.4 and 8.5, neither Party will be liable to the other Party for:

8.3.1 any indirect, special or consequential loss or damage; or

8.3.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

8.4 The Customer may, amongst other things, recover as a direct loss:

8.4.1 any reasonable and necessary additional operational and/or administrative costs and expenses arising from the Provider's Default;

8.4.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Provider's Default; and

8.4.3 the additional reasonable and necessary cost of procuring replacement Goods or Services.

8.5 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 8 (Liabilities) is held to be invalid under any Law, it will be deemed omitted to that extent, and if any party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 8 (Liabilities).

8.6 Nothing in this clause 8 (Liabilities) shall act to reduce or affect a party's general duty to mitigate its loss.

9 WARRANTIES AND REPRESENTATIONS

9.1 Each Party warrants, represents and undertakes that:

9.1.1 it has full capacity and authority to enter into and to perform this Contract

9.1.2 this Contract is executed by a duly authorised representative of that Party;

9.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Contract; and

9.1.4 once duly executed this Contract will constitute its legal, valid and binding obligations.

9.2 The Provider warrants, represents and undertakes for the duration of the Contract Period that:

9.2.1 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Provider's obligations under this Contract; and

9.2.2 it shall at all times comply with Law in carrying out its obligations under this Contract.

9.3 In the three (3) trading years prior to the Contract Commencement Date, the Provider warrants:

9.3.1 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; and

9.3.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established.

9.4 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

9.5 For the avoidance of doubt the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Provider.

10 DEFAULT, DISRUPTION AND TERMINATION

10.1 Termination on insolvency and change of control

10.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Provider is a company and in respect of the Provider:

10.1.1.1 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

10.1.1.2 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

10.1.1.3 a petition is presented for its winding up (which is not dismissed within ten 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

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

10.1.1.5 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

10.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

10.1.1.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

10.1.1.8 any event similar to those listed in Clause 10.1.1.1 – 10.1.1.7 occurs under the law of any other jurisdiction.

10.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Provider is an individual and:

10.1.2.1 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 Provider's creditors; or

10.1.2.2 a petition is presented and not dismissed within ten working days or order made for the Provider's bankruptcy; or

10.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

10.1.2.4 the Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or

10.1.2.5 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 Provider's assets and such attachment or process is not discharged within ten working days; or

10.1.2.6 being an individual, dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

10.1.2.7 the Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

10.1.3 The Provider shall notify the Customer immediately if the Provider 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 Contract by notice in writing with immediate effect within six (6) months of:

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

10.1.3.2 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.

10.2 Termination on Default

10.2.1 The Customer may terminate the Contract by giving written notice to the Provider with immediate effect if the Provider commits a Default and if:

10.2.1.1 the Provider has not remedied the Default to the satisfaction of the Customer within ten (10) 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

10.2.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

10.2.1.3 the Default is a material breach of the Contract.

10.2.2 If the Customer fails to pay the Provider undisputed sums of money when due, the Provider 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 Provider may terminate the 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 5.3.1 (Recovery of Sums Due).

10.3 Break

The Customer shall have the right to terminate the Contract at any time by giving three (3) months written notice to the Provider.

10.4 Termination of Framework Agreement

The Customer may terminate the Contract by giving written notice to the Provider with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

10.5 Consequences of Expiry or Termination

10.5.1 Where the Customer terminates the Contract under Clause 10.2 (Termination on Default) and then makes other arrangements for the supply of Goods or Services, the Customer may recover from the Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 10.2 (Termination on Default), no further payments shall be payable by the Customer to the Provider until the Customer has established the final cost of making those other arrangements.

10.5.2 Subject to Clause 8 where the Customer terminates the Contract under Clause 10.3 (Break), the Customer shall indemnify the Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Provider by reason of the termination of the Contract, provided that the Provider takes all reasonable steps to mitigate such loss. Where the Provider holds insurance, the Provider shall reduce its unavoidable costs by any insurance sums available. The Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Provider as a result of termination under Clause 10.3 (Break).

10.5.3 The Customer shall not be liable under Clause 10.5.2 to pay any sum which:

10.5.3.1 was claimable under insurance held by the Provider, and the Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

10.5.3.2 when added to any sums paid or due to the Provider under the Contract, exceeds the total sum that would have been payable to the Provider if the Contract had not been terminated prior to the expiry of the Contract .

10.5.4 Save as otherwise expressly provided in the Contract:

10.5.4.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

10.5.4.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Provider under Clauses 1.1 (Definitions), 1.2 (Interpretation), 5.2 (Payment and VAT), 5.3 (Recovery of Sums Due), 6.1 (Prevention of Bribery and Corruption), 6.5 (Data Protection), 6.6 (Official Secrets Acts 1911 to 1989), 6.7(Confidential Information), 6.8 (Freedom of Information), 6.11 (Intellectual Property Rights), 6.12 (Records and Audit Access), 7.6 Cumulative Remedies), 8 (Liabilities), 10.5 (Consequences of Expiry or Termination), and 12.1 (Governing Law and Jurisdiction).

10.6 Disruption

- 10.6.1** The Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 10.6.2** The Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 10.6.3** In the event of industrial action by the Staff, the Provider shall seek the Customer's Approval to its proposals for the continuance of the supply of the Goods or Services in accordance with its obligations under the Contract.
- 10.6.4** If the Provider's proposals referred to in Clause 10.6.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.
- 10.6.5** If the Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Provider as a direct result of such disruption.

10.7 Recovery upon Termination

- 10.7.1** On the termination of the Contract for any reason, the Provider shall:
 - 10.7.1.1** immediately return to the Customer all Confidential Information and any IPRs belonging to the Customer, 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 Goods or Services;
 - 10.7.1.2** immediately deliver to the Customer all property (including materials, documents, information and access keys) that may have been provided to the Provider by the Customer. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - 10.7.1.3** assist and co-operate with the Customer to ensure an orderly transition of the provision of the Goods or Services to the Replacement Provider and/or the completion of any work in progress.
 - 10.7.1.4** promptly provide all information concerning the provision of the Goods or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods or Services have been provided or for the purpose of allowing the Customer or the Replacement Provider to conduct due diligence.
- 10.7.2** If the Provider fails to comply with clause 10.7.1.1 and 10.7.1.2 the Customer may recover possession thereof and the Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Provider or its permitted suppliers or sub-contractors where any such items may be held.
- 10.7.3** Where the Contract ends due to the Provider's Default, the Provider shall provide all assistance under clause 10.7.1.3 and 10.7.1.4 free of charge. Otherwise, the Customer shall pay the Provider's reasonable costs of providing the assistance and the Provider shall take all reasonable steps to mitigate such costs.

10.8 Force Majeure

- 10.8.1** Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of four (4) Months, either Party may terminate the Contract with immediate effect by notice in writing.
- 10.8.2** Any failure or delay by the Provider in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Provider.
- 10.8.3** If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or which is likely to give rise to any such failure or delay on its part as described in Clause 10.8.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

11 TRANSPARENCY

- 11.1** The Provider shall provide to the Authority such assistance as the Authority may reasonably require in order to comply with its transparency obligations for meeting Government and EU policies on the availability and accuracy of information about the delivery of public services that are publicly funded.
- 11.2** Notwithstanding any other provision of this Framework Agreement, the Provider hereby gives its consent for the Authority to publish to the general public this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
- 11.3** The Provider shall assist and co-operate with the Authority to enable the Authority to publish this Framework Agreement.

12 DISPUTES AND LAW

12.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English and Welsh courts.

12.2 Dispute Resolution

- 12.2.1** The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the 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 (or equivalent) of each Party.
- 12.2.2** Nothing in this dispute resolution procedure shall prevent the Parties 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.
- 12.2.3** If the dispute cannot be resolved by the Parties pursuant to Clause 12.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 12.2.5 unless:

- 12.2.3.1** the Customer considers that the dispute is not suitable for resolution by mediation; or
- 12.2.3.2** the Provider does not agree to mediation.
- 12.2.4** The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 12.2.5** The procedure for mediation and consequential provisions relating to mediation are as follows:-
- 12.2.5.1** 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 CEDR to appoint a Mediator;
- 12.2.5.2** 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 to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
- 12.2.5.3** 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;
- 12.2.5.4** if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 12.2.5.5** failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 12.2.5.6** 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.

COMMERCIALLY SENSITIVE INFORMATION

To be completed by the Provider

1. Schedules 1, 2 and 3 of Appendix II – Framework Terms and Conditions (they will include pricing and commercially sensitive information).
2. Appendix III – Operational Requirements (Technical Taser Answers)
3. Appendix IV – Commercial Questionnaire
4. Appendix V – Pricing Matrix
5. All Taser product specifications including QE TASER X26 X26P X2 Cert Spec Test.pdf, SP Cartridge Summary Data and Training Bulletins.

Annex B to Schedule 4

DELIVERY (SUPPLY AND DEMAND REQUIREMENTS)

It is a key factor that the Provider is flexible enough to be able to adapt to Other Contracting Authorities' specific requirements.

Each Other Contracting Authority will order its own Goods and Services in accordance with its specific requirements. The Provider agrees and acknowledges that the Authority shall not be liable for the failure of any Other Contracting Authority to pay for any Orders placed under this Framework Agreement.

Each Other Contracting Authority will have its own processes and procedures for raising Orders; the Provider will work with each Other Contracting Authority to accommodate this, and as a minimum, confirm with an Other Contracting Authority what information is required on each Order Form.

The Other Contracting Authority shall advise the Provider of the delivery point upon placing the order. At this time the Provider shall advise the Contracting Authority if the product(s) requested cannot form part of the contract. There may be multiple delivery sites within each Contracting Authority, some of which may not be within that Contracting Authority's area. A delivery note is required to be supplied with each delivery made.

Delivery arrangements will vary between Contracting Authorities. Therefore the Provider shall specify the earliest delivery/latest delivery times that delivery may be made to that Contracting Authority i.e., 8am-5pm.

In order to support emergency situations the Provider shall provide for the delivery of goods outside of 'normal' lead times and within 48 hours of Order placement in such emergency situations.

All items delivered shall be clearly labelled and packaged in protective outer packaging, by the Provider, to ensure safe delivery. Environmentally conscious packaging should be utilised where possible.

Stock management is vital to ensure that the Contracting Authorities have the right products in a timely manner. The Provider shall maintain appropriate stock levels and ensure that these are monitored and adjusted on a frequent basis to support the anticipated requirements as set out in this Framework Agreement.

The Provider shall ensure that Goods and Services provided will be of the appropriate quality, right first time and faulty products are not present in the supply chain.

