

Contract Conditions

Appointment and Affiliates

1. GMBS appoints the Supplier, and the Supplier agrees to act, as the Supplier to GMBS and its Affiliates in the delivery of the Services for the Operative Period on the terms of this Framework Agreement. GMBS may issue a Services Order for the purpose of the supply of the Services to GMBS and/or to one or more of its Affiliates [and any such Affiliate shall be entitled to enter into Services Orders with the Supplier under the terms of the Framework Agreement and/or to satisfy the obligations of GMBS under it as if it were GMBS. References to GMBS in the Framework Agreement shall, where the context permits, be read as incorporating reference to any relevant Affiliate.]

Contractor responsible for Staff

2. The Supplier shall be liable for the acts and omissions of the Supplier's officers, employees, agents, sub-contractors, staff and other workers who may be engaged by the Supplier (or on its behalf) in the delivery of the Services from time to time (and such acts or omissions shall be deemed to be its own). The Supplier shall ensure that the Supplier's officers, employees, agents, sub-contractors, staff and other workers are properly qualified and suitably skilled and experienced to competently perform the tasks given to them in delivering the Services and that they are employed or otherwise engaged and used in accordance with all relevant legislation. If in the course of delivering the Services, there is a legal requirement to seek a Disclosure and Barring Service (or replacement or analogous body) check for any of the Supplier's officers, employees, agents, sub-contractors, staff and other workers, the Supplier shall fully comply with the same.

GMBS Obligations to Funders

3. The Supplier will at all times act in good faith to ensure that none of its actions or omissions cause or contribute to the failure of GMBS to comply with its obligations to its funders (and in particular, without prejudice to the generality of the foregoing, its public funding reporting and audit compliance obligations), and the Supplier will do or procure to be done such acts and things, and execute such documents or procure the provision of such information as GMBS may from time to time require to assist GMBS in compliance with such obligations (or in rectifying or ameliorating any failure to comply).

Sub-Contracting

4. Unless prior and specific written consent is obtained from the GMBS Contact to the contrary, the Supplier shall not sub-contract delivery of any of the Services or any of its other obligations under the Framework Agreement and shall perform the same personally and shall not assign or transfer any of its rights or obligations under the Framework Agreement.

Contract Manager

5. The Supplier shall appoint a person to liaise with GMBS and to manage delivery of its obligations under the Framework Agreement (the "Contract Manager"). This shall initially be the person named in the Summary as the Supplier's Contact. Any change to the appointed person shall be subject to the consent of GMBS (such consent not to be unreasonably withheld or delayed).

Contractor Obligations

6. During the Operative Period (and in the case of clauses 6.5 and 6.11 inclusive, 6.14, 6.16, 6.17, 6.19, 6.20 and 6.21 below both during the Operative Period and after the termination of this Framework Agreement):
 - 6.1. The Supplier will perform delivery of the Services, comply with any obligations arising under TUPE related to the same, and perform its other obligations under the Framework Agreement (together "**the Obligations**") in accordance with all applicable laws and regulations from time to time in force, to the highest standards of honesty, diligence, care and skill and in accordance with the terms of the Framework Agreement and (unless to do so would conflict with specific terms of the Framework Agreement) in accordance with best practice and GMBS' applicable policies (as made available to the Supplier from time to time;
 - 6.2. The Supplier shall document the delivery process through which it will fulfil the Framework Agreement, and, if not already denoted in the schedule documents, identify the responsible individuals and the competencies required to fulfil the Framework Agreement, undertake staff development to ensure its staff possess the necessary competencies, and, identify and put in place the staffing and physical resources and the methods desirable to fulfil the Framework Agreement;

The Supplier shall replace any of the Supplier's Employees who GMBS reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's

Employees for any reason, the Supplier shall ensure such person(s) are replaced promptly with another person with the necessary skills, experience and attributes to meet the requirements of the Services.

- 6.3. The Supplier shall document the system through which it monitors progress and performance and the key stages at which it will review progress. The Supplier shall comply with agreed GMBS requirements to review and report its progress;
- 6.4. In supplying the Services, the Supplier shall:
 - 6.4.1. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations under the Framework Agreement ;
 - 6.4.2. provide all equipment, tools, vehicles and other items required to provide the Services; and
 - 6.4.3. not do or omit to do anything which may cause the GMBS to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 6.5. The Supplier will meet with GMBS or their nominated representatives forthwith upon request to discuss any matters arising out of the provision of the Services or otherwise in relation to the Framework Agreement and will co-operate in good faith with GMBS in respect of the same;
- 6.6. The Supplier will provide GMBS with the documents, reports and information required at its own cost and in such format as GMBS requires in a timely manner;
- 6.7. The Supplier shall permit and shall ensure that all of its sub-contractors shall permit GMBS staff and/or representatives of any relevant public authority or regulatory body or other Relevant Funding Body (which term means any public body or agency or similar organisation who supplies funding used by GMBS for the Framework Agreement from time to time (and including their successor organisations) to inspect its accounts, premises and records relevant to the Framework Agreement at any time and shall provide and shall ensure that all of its sub-contractors shall provide all reasonable assistance during such inspection.
- 6.8. The Supplier shall make pension provision for any employee who is a member of a local authority or other final salary pension scheme and who has their contract of employment transferred to the Supplier as a result of the Framework Agreement or provision of the Services so as to compensate that employee in full for the current or future benefits, entitlements or rights lost by him or her as a result of such transfer.
- 6.9. The Supplier will itself comply with and will take all required steps within its power to assist GMBS to comply with all applicable intellectual property rights, data protection and freedom of information obligations placed upon it or upon GMBS and arising in connection with the Framework Agreement or provision of the Services (and GMBS shall in no event be liable to the Supplier for any loss or damage howsoever caused, arising from or in connection with the disclosure under the data protection legislation or FOIA of any information relating to the Framework Agreement or the Services); in particular, the Supplier agrees, and will procure that all of its sub-contractors agree, to process the personal data that it will be processing on behalf of learners/customers only as is necessary for the purposes of the Framework Agreement and shall not carry out any other processing, use or disclosure using such personal data.
- 6.10. The Supplier will provide (forthwith upon request) such documents, reports and information and such other evidence of delivery of the Services, TUPE compliance, and performance of its other obligations under the Framework Agreement (together **"the Obligations"**) as may be requested by GMBS from time to time (and the Supplier shall not destroy or delete the same until after, and the obligations in this sub-clause shall not expire until the tenth anniversary of the Effective Date or such other date as may be notified by GMBS to the Supplier at any time before the tenth anniversary of the Effective Date (the **"Document Retention Period"**));
- 6.11. The Supplier will at all times ensure that all documents, reports and information and evidence provided by it related to the Obligations are satisfactory to GMBS and to any Relevant Funding Body or regulatory body, and are complete, accurate and not misleading, and will advise GMBS forthwith in writing if it discovers that any of the same is unsatisfactory, materially incomplete, inaccurate or misleading in any way (and the obligations in this sub-clause shall not expire until the end of the Document Retention Period);

- 6.12. The Supplier will seek GMBS's prior written consent in respect of any change in its method or manner of delivery of Services under the Framework Agreement;
- 6.13. The Supplier will immediately inform GMBS in writing of any breach of the Obligations or any significant development and/or problem that the Supplier encounters in performing its Obligations;
- 6.14. The Supplier will work within GMBS and any Relevant Funding Body's logo use and branding guidelines;
- 6.15. In carrying out the Framework Agreement the Supplier agrees to comply in all respects with all relevant legislation and in particular:-
 - 6.15.1. not commit an act of discrimination rendered unlawful by the latest issue of the Sex Discrimination Act or the Race Relations Act or the Disability Discrimination Act or the Human Rights Act or the Equality Act;
 - 6.15.2. data protection legislation;
 - 6.15.3. comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work; and
 - 6.15.4. comply if relevant with the latest issue of the Public Contracts Regulations;
 - 6.15.5. where any of the Supplier's obligations under the Framework Agreement are carried out by sub-contractors, the Supplier shall ensure that in carrying out those obligations the sub-contractors comply with the provisions of 6.15.1, 6.15.2 and 6.15.3
- 6.16. Any public announcement issued or publicity activity carried out by the Supplier (or on its behalf) concerning the Services must be agreed in advance in writing with GMBS;
- 6.17. The Supplier shall ensure that it has and maintains in force adequate insurance from a reputable insurer against any actions, claims or demands which may be brought by any person (including without limitation GMBS) injured or suffering damages or loss in connection with its activities in carrying out the Agreement. In particular, and without prejudice to the generality of the foregoing, the Supplier shall carry appropriate professional indemnity, public liability and employer's liability insurance (from a reputable insurer) at all times until the end of the Document Retention Period. The level of cover shall be at least £5 million for employer's liability (where required) and £1 million per event for professional indemnity and £1 million per event for public liability; the Supplier shall give GMBS not less than thirty days' notice in writing of any alteration or cancellation of such insurance cover.
- 6.18. The Supplier shall employ only workers legally permitted to work in the UK and shall use all reasonable endeavours to ensure that the Supplier's employees are not claiming any government benefits to which they are not entitled because of their employment and the Supplier shall co-operate fully with GMBS in the identification and reporting of workers who may fall into either such category;
- 6.19. The parties agree that on termination or expiry of the Framework Agreement for any reason, the continuity of the Services is of paramount importance. The Supplier shall do its utmost to minimise disruption caused to users of the Services and to assist the implementation of any contingency plan proposed by GMBS either prior to or after the termination or expiry of the Framework Agreement, to deal with the effects of such termination or expiry in so far as it is practicable to do so;
- 6.20. The Supplier must not and must use all reasonable endeavours to procure that the Supplier's suppliers and sub-contractors shall not, knowingly, do or omit to do anything in relation to the Services or under the Framework Agreement or in the course of their other activities that may bring the standing of GMBS or its funders into disrepute or attract adverse publicity;
- 6.21. The Supplier shall at its own expense make good any Services which are found by GMBS to be below the standards required by GMBS.
- 6.22. The Supplier shall systematically evaluate its delivery of the Services and feed evaluation results back into its own and GMBS's review processes. The Supplier shall operate a system for collecting end-user feedback on the Services it delivers and the processes through which it delivers them. This feedback will lead to appropriate action to deal with suggestions or criticisms.
- 6.23. Where the Supplier goes into administration or liquidation any Relevant Funding Body must be assumed to be a creditor of the Supplier. The Supplier must take steps to ensure that the chief executive of any such body is provided with details of the administrator or liquidator and receives notifications of any creditors' meetings.

Evaluation by GMBS and Continuous Improvement

7. GMBS reserves the right to seek all necessary information to evaluate the Supplier's performance relative to the Framework Agreement from any source whatsoever. Action recommended as a result may be used for future reference. The Supplier shall operate systems for dealing with any shortfalls in Service delivery. The Supplier shall review its management system annually.

8. GMBS Remedies

- 8.1. If the Supplier fails to perform the Services to an acceptable standard or in a timely manner, GMBS shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 8.1.1. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 8.1.2. to recover from the Supplier any costs incurred by GMBS in obtaining substitute services from a third party;
 - 8.1.3. where GMBS has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
 - 8.1.4. to claim damages for any additional costs, loss or expenses incurred by GMBS which are in any way attributable to the Supplier's failure to meet such standard, dates or times .
- 8.2. The provisions of the Framework Agreement and any relevant Services Order shall apply to any substituted or remedial services provided by the Supplier.

Payment

9. Payment is based upon and shall be paid in accordance with the Schedules subject to the Summary and to the following:
 - 9.1. GMBS shall be entitled to deduct from payments otherwise due or which at a later time may become due, under the Framework Agreement or under any other agreement or contract with the Supplier or with any company in the Supplier's group, such amounts in its reasonable discretion as it believes in good faith is or may become the subject of an indemnity claim against the Supplier under clause 10 below and/or is or may become the subject of a claim by GMBS (or any Affiliate) against the Supplier (or another company in the same group of companies as the Supplier);
 - 9.2. Unless specifically agreed to the contrary in writing by the GMBS Contact, the amounts set out in the Schedules shall include all associated costs and expenses;
 - 9.3. Unless specifically agreed to the contrary in writing by the GMBS Contact, the contract value set out in the Summary represents the total consideration excluding any VAT payable by GMBS and all Affiliates to the Supplier under the Framework Agreement and cannot be exceeded;
 - 9.4. Payments made to the Supplier by GMBS which have been funded by a Relevant Funding Body may not be used for:-
 - 9.4.1. expenditure on activities of an extremist, political or exclusively religious nature;
 - 9.4.2. fund matching for any regional fund, EU or similar government-funded application or project; or
 - 9.4.3. expenditure supported from public sources, where the total support would account for more than 100% of the scheme or project costs;
 - 9.4.4. expenditure on works or activities which any person has a statutory duty to undertake;
 - 9.4.5. any other use forbidden for such public funds by a Relevant Funding Body.
 - 9.5. Unless otherwise written within the Framework Agreement GMBS shall make payments to the Supplier 30 days from receipt of a valid invoice. No payments will be made without proof that the Supplier's obligations have been fully met. GMBS has the right to vary payments at its discretion where it judges that the Supplier has not met its obligations.

Indemnity

10. The Supplier undertakes to indemnify, and to keep indemnified, GMBS against all losses, liabilities, demands, costs, expenses and penalties resulting from:
 - 10.1. any breach by the Supplier of the Framework Agreement and/or negligence of the Supplier connected with performing (or failing to perform) the Services;

- 10.2. any Relevant Funding Body making a claim against GMBS or clawing back funding already provided in relation to the Services or refusing to fund or to continue to provide funding for the Services at the anticipated level, or varying its funding arrangements to the detriment of GMBS by reason of failure to meet standards, in any case due to the default of the Supplier in complying with the provisions of the Framework Agreement. Any payment made in respect of a claim under this indemnity shall include an amount in respect of all costs and expenses incurred by GMBS in relation to the bringing of the claim (including a reasonable amount in respect of management time);
- 10.3. any breach of or indemnity claim made against GMBS relating to TUPE or contracts of employment which are alleged to have or have transferred to or from GMBS under TUPE, but only to the extent to which such claims arise as result of the acts or omissions of the Supplier;
- 10.4. any claim made by a third party against GMBS (or its officers, staff or workers) based on any breach or claimed breach of intellectual property rights, failure to comply with its obligations in relation to data protection or freedom of information or for breach of confidence, to the extent to which the same arise from the acts or omissions of the Supplier;
- 10.5. any inspection carried out in accordance with 6.7 above;
- 10.6. as a result of or in connection with any claim brought against GMBS for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables;
- 10.7. any transfer of staff to GMBS under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced from time to time) upon termination of this agreement;
- 10.8. the Supplier shall be fully responsible for and shall indemnify the Recipient for and in respect of:
 - 10.8.1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Supplier in respect of the Services, where such recovery is not prohibited by law;
 - 10.8.2. all reasonable costs, expenses and any penalty fine or interest incurred or payable by GMBS in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arises out of GMBS's negligence or wilful default;
 - 10.8.3. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or against GMBS arising out of or in connection with the provision of the Services.
- 10.9. any crystallisation of or increase in GMBS's liability to contribute to or make payments in relation to pension schemes or plans arising as a result of the conduct of the Supplier under the Agreement or otherwise in connection with the Services or Staff Transfer.

For the avoidance of doubt, references to 'the Supplier' in the above sub-clauses 10.1 to 10.9 inclusive shall include the conduct, acts or omissions of the Supplier's employees and other workers, officers, agents and sub-contractors (Staff) and the conduct, acts or omissions of the Staff of any company in the same group of companies as the Supplier at the relevant time.

Use of Information

11. The Supplier shall at all times comply (and shall take all reasonable steps within its power to enable GMBS to comply) with any applicable obligations related to the Services or otherwise arising in connection with the Framework Agreement with regard to intellectual property, data protection, confidential information and freedom of information. Any personal information collected by the Supplier shall (so far as is reasonably possible) be collected in such a way as to enable its lawful transfer to GMBS for GMBS's general commercial use. Any database of suppliers or end-users or other intellectual property rights arising in relation to the provision of the Services, for the avoidance of doubt, shall be the property of GMBS.

Copyrights and Deliverables etc.

12. The Supplier assigns to GMBS all copyrights and other intellectual property rights comprised in the Deliverables (being all products, materials, services and knowledge supplied to GMBS pursuant to the Framework Agreement)

Title to any Deliverables that are goods or in any physical media on which Deliverables are stored shall pass to GMBS on the earlier of their delivery to the GMBS or payment for them. The Supplier warrants that it has

full, clear and unencumbered title to all such items, and that at the date of the transfer of title, it will have full and unrestricted rights to transfer all such items to GMBS.

Termination

13. Without prejudice to any accrued rights or remedies :

13.1. either party may give notice in writing to the other terminating the Framework Agreement immediately if:

13.1.1. the other party commits a material breach of the Framework Agreement and (if such breach is remediable) fails to remedy that breach within a specified time period of being notified in writing to do so or such other time period agreed between the parties;

13.1.2. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

13.1.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or

13.1.4. GMBS's funding for the Services is materially reduced or terminated and it gives notice of the same to the Supplier under this clause 13.1.4.

13.2. the Framework Agreement may be terminated at any time by GMBS by giving the Supplier at least one month's notice in writing, without the need to give any reason. For the avoidance of doubt, payment for the Services will be for work carried out up to termination date.

13.3. On receiving notice of termination of the Framework Agreement, the Supplier shall, and shall ensure that any of its sub-contractors shall, at no cost to GMBS, promptly provide such assistance and comply with such timetable as GMBS may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of relevant services. This shall include the supply or delivery to GMBS as soon as reasonably practicable of all documents, data and information relating to the provision of the Services, including statistical information relating to the terms of employment of the Supplier's and any sub-contractor's employees, accrued entitlements and benefits and any other liabilities of the Supplier and of any sub-contractors to employees engaged in provision of Services provided under the Framework Agreement.

13.4. Termination shall not discharge any rights or obligations under this Framework Agreement which are specified or are intended, in the reasonable opinion of GMBS, to continue in affect after the end of the Operative Period.

Disputes

14. The parties agree that they will use all reasonable endeavours to settle any disputes they have between them whether in relation to amounts payable or in relation to any of the terms of the Framework Agreement by discussions and negotiations between them in good faith. In the event that the parties are unable to settle such a dispute an expert will be appointed to resolve the matter, acting as expert not arbitrator. The expert's ruling will be binding on both of the parties in the absence of fraud or manifest error. If the parties are unable to agree who the expert should be, then either may apply to the President for the time being of the Manchester branch of the Law Society to appoint an expert. Each of the parties will pay its own costs in respect of the resolution of any dispute and the Expert's fees shall be paid as the Expert from time to time directs.

Entire Agreement

15. The Framework Agreement and the documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each party acknowledges that, in entering into the Framework Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in the Framework Agreement or those documents. Nothing in this clause operates to limit or exclude any liability for fraud.

Further Assurance

16. The Supplier shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as GMBS may from time to time reasonably require in order to give GMBS the full benefit of the Framework Agreement.

Novation on GMBS reconstruction

17. If GMBS or an Affiliate undergoes a reconstruction or transfers its business in whole or part to another entity and wishes to transfer its rights and obligations under the Framework Agreement or a Services Order to

another entity as part of the same then, upon notice from GMBS requesting the same in good faith, the Supplier shall novate the Framework Agreement into the name of the new entity.

Change of Name/Control

18. The Supplier must notify GMBS if there is a change in its name and/or ownership. GMBS reserves the right to terminate the Framework Agreement and any contracts made under it if it considers in its absolute discretion that the change in ownership would prejudice the Supplier's ability to deliver the Services.

No Partnership

19. Nothing in the Framework Agreement creates a partnership, a joint venture, the relationship of employer and employee, or establishes a relationship of principal and agent or other fiduciary relationship between any of the parties to it and no party will describe themselves or hold themselves out as the other's agent or representative.

Corrupt gifts or payments

20. The Supplier shall not offer or give, or agree to give, to any member, employee or representative of GMBS, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or having done any act in relation to the obtaining or execution of this or any other contract with GMBS or any associated company of GMBS, or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

Conflict of Interest

21. The Supplier shall ensure that there is no conflict of interest likely to prejudice its (or its key staff or sub-contractor's) independence and objectivity in providing the Services and undertakes that upon becoming aware of any such conflict of interest during the performance of the Services (whether the conflict existed before the date of this Framework Agreement or afterwards) it shall immediately notify GMBS in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as GMBS may reasonably require.

Where GMBS is of the opinion that the conflict of interest notified to it under the sub-clause above is reasonably capable of being avoided or removed, GMBS may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and if the Supplier fails to comply with GMBS requirements in this respect, or if, in the opinion of GMBS, compliance does not avoid or remove the conflict, GMBS may terminate this Framework Agreement in its absolute discretion.

Confidentiality

22. Unless GMBS notifies the Supplier otherwise:
- 22.1. all documents and information received by the Supplier during or in connection with the performance of the Framework Agreement from GMBS, or any person employed by GMBS, shall be held in confidence. Such documents and information shall not be disclosed by the Supplier, its staff or agents to any other person without the permission of GMBS unless a duty to disclose to that person is imposed under statute or by court order. The Supplier shall ensure that its staff and any Contractors are aware of this obligation of confidence and abide by it. All confidential information shall be, at GMBS's option, delivered up to GMBS or erased/destroyed at the end of provision of services under the Framework Agreement.
- 22.2. the Supplier undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice. The Supplier will immediately notify GMBS of any breach of security in relation to confidential information and all data obtained in the course of the Services and will keep a record of such breaches. The Supplier will co-operate with GMBS or any funder in any investigation that GMBS or any funder considers necessary to undertake as a result of any breach of security in relation to confidential information or data.

Anti-Bribery

23. The Supplier shall:
- 23.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 23.2. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 23.3. immediately notify GMBS if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Framework Agreement);

23.4. ensure that all persons associated with the Supplier or other persons who are performing services in connection with the Framework Agreement comply with this clause.

Breach of this clause shall be deemed a material breach under clause 13.1.1. For the purpose of this clause, 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 purposes of this clause a person associated with the Supplier includes any subcontractor of the Supplier.

Non-solicitation

24. During the term of the Agreement and for a period of 12 months after its End Date, the Supplier will not unless agreed in writing with GMBS offer employment to, enter into a contract for the services of, or attempt to entice away from GMBS or another company in the same group of companies as the GMBS, any individual who is employed or directly or indirectly engaged in a senior or key position with the GMBS or other group company or procure or facilitate the making of any such offer or attempt by any other person.

Amendment or variation

25. The terms of the Framework Agreement may only be varied by a written variation order between persons duly authorised by the parties.

Notice

26. Any notice or other communication requiring to be served under or in connection with the Framework Agreement shall be in writing and shall be delivered by hand or sent by recorded first class post or by email and shall be deemed to have been given or received if delivered by hand, when left at the proper address for service; if given or made by pre-paid first class post, 48 hours after being posted (excluding Saturdays, Sundays and Public Holidays), or for email will be deemed to have been served on the day of despatch if sent before 5pm, or on the following working day, if sent after 5pm.

Joint and Several

27. If a party hereto is more than one person all covenants, agreements, undertakings, representations and warranties on the part of such party contained herein shall be joint and several.

Counterpart

28. The Framework Agreement and any Services Order may be signed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same contract.

Other activities

29. Nothing in this Agreement shall prevent the Supplier from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Operative Period provided that the Supplier shall:
- 29.1. not during the Operative Period engage in any such activity which is similar to or in any way competitive with the GMBS without the prior written consent of GMBS (such consent not to be unreasonably withheld or delayed);
 - 29.2. give priority to the provision of the Services to GMBS over any other business activities undertaken by it.

Modern Slavery Act

30. The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:
- 30.1. has been convicted of any offence involving slavery and human trafficking; and
 - 30.2. having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- Where possible the Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

Severance

31. Each of the provisions of the Framework Agreement is separate and distinct from the others and if any of them is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the

other provisions of the Framework Agreement and the remainder of the provision in question shall not be affected.

Right to enforce the Framework Agreement

32. A Relevant Funding Body may enforce the obligations of the Supplier under the Framework Agreement as if that Relevant Funding Body were a party to it.

English Law

33. The Framework Agreement is governed by English Law.

SCHEDULE 1: CONFIDENTIALITY AGREEMENT

1. Disclosure

- 1.1. The Supplier has been engaged by GMBS to provide the services stated in the Schedules to this Framework Agreement).
- 1.2 In this Schedule, Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by GMBS to the Supplier including but not limited to customer lists and GMBS' and its group's employee information.
- 1.3 In consideration of GMBS agreeing to disclose Confidential Information to the Supplier, as well the Supplier undertakes to GMBS that it shall:
 - (a) keep the Confidential Information secret and confidential;
 - (b) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
 - (c) only make disclosure of the Confidential Information in accordance with paragraph 1.4 and paragraph 1.5. Any other disclosure can only be made with GMBS' prior written consent.
- 1.4 The Supplier may disclose the Confidential Information to any of its officers and employees that need to know the relevant Confidential Information for the Purpose only, provided that:
 - (a) the Supplier procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this Confidential Agreement as if they were the Supplier; and
 - (b) procures that any such person to whom disclosure is made enters into a confidentiality agreement with the Supplier on terms equivalent to those contained in this Confidential Agreement.
- 1.5 The Supplier may disclose the Confidential Information to the minimum extent required by:
 - (a) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
 - (b) the rules of any listing authority or stock exchange on which the Supplier's shares are listed or traded; or
 - (c) the laws or regulations of any country with jurisdiction over the Supplier (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the Confidential Information disclosed).

2. Limitations on Obligations

- 2.1 The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Supplier can show to GMBS's reasonable satisfaction:
- 2.2 that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Supplier in breach of this Confidential Agreement; or
- 2.3 was already lawfully known to the Supplier before it was disclosed by GMBS; or
- 2.4 has been received by the Supplier from a third party source that is not connected with GMBS and that such source was not under any obligation of confidence in respect of that information.

3. Return of the Confidential Information

- 3.1 If requested by GMBS at anytime, the Supplier shall immediately return to GMBS all documents and other records of the Confidential Information or any of it in any form that have been supplied to or generated by the Supplier. If the Confidential Information is stored in electronic form, the Supplier shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it.
- 3.2 GMBS may request the Supplier to certify in writing that it has complied with any of the obligations in paragraph 3.1.

4. Term and Termination

- 4.1 This Confidential Agreement shall terminate when the Contract terminates.
- 4.2 Notwithstanding the termination of the Contract, the obligations of the Supplier shall continue for a period of five years from the termination of the Contract.
- 4.3 The termination of the Contract shall not affect any accrued rights or remedies to which either party is entitled.

5. Acknowledgment

- 5.1 The Supplier acknowledges and agrees that:
- 5.1.1 the Confidential Information may not be accurate or complete and GMBS makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
 - 5.1.2 damages alone would not be an adequate remedy for any breach of the terms of this Confidential Agreement by the Supplier. Accordingly, GMBS shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Confidential Agreement.

6. Governing Law

- 6.1 This Confidential Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. Jurisdiction

- 7.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).