Home Office

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for Emergency Services Network (ESN) Terms and Conditions

21/11/2017

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Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for Emergency Services Network (ESN)

Terms and Conditions

DATED: 21 November 2017

(1) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

(2) SAMSUNG ELECTRONICS (UK) LTD

FRAMEWORK AGREEMENT FOR THE PROVISION OF LTE HANDHELD MOBILE DEVICES AND ACCESSORIES FOR EMERGENCY SERVICES NETWORK (ESN)

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FRAMEWORK SCHEDULES

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9.4	Catalogue

THIS FRAMEWORK AGREEMENT is made on ___**21 November 2017**_____
BETWEEN:-

(1) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** of whose principle office is 2 Marsham Street, London SW1P 4DF (the "**Authority**"); and

(2) **Samsung Electronics (UK) Ltd** a company registered in **England and Wales** under company number **03086621** whose registered office is at **Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS** (the "**Supplier**").

INTRODUCTION

(A) The Authority placed a contract notice **2017/S 067-125892** on **4th April 2017** (the "**OJEU Notice**") in the Official Journal of the European Union seeking tenders from providers of mobile communication devices and associated accessories, software support and warranty services interested in entering into a framework arrangement for the supply of such devices and associated services to Contracting Bodies.

(B) On **4th July 2017** the Authority issued an invitation to tender (the "**Invitation to Tender**") for the provision of mobile communication devices and associated accessories, software support and warranty services as part of the emergency services mobile communications programme.

(C) In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on **4th August 2017** (the "**Tender**") through which it responded to the Invitation to Tender.

(D) On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement to provide the mobile communication devices and associated accessories, software support and warranty services to the Contracting Bodies from time to time, on a call off basis in accordance with this Framework Agreement. The Supplier is the only supplier selected in respect of the provision of the mobile communication devices described in this Framework Agreement.

(E) In accordance with the terms of this Framework Agreement the Authority shall purchase subject to the terms of a Call off Agreement up to 1500 Devices for the purpose of the Operational Trials.

(F) This Framework Agreement sets out in addition to the purchase of Operational Trial Devices by the Authority the award and calling-off ordering procedure for purchasing the mobile communication devices, accessories, software support and warranty services which may be required by the Contracting Bodies from time to time with effect from the Call Off Ordering Commencement Date and the template terms and conditions for any such call-off which the Contracting Bodies may enter into and the obligations of the Supplier during and after the Framework Period.

(G) It is the Parties' intention that there will be no obligation for any Contracting Body to award any Call Off Agreements under this Framework Agreement during the Framework Period.

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. { TC "1 DEFINITIONS AND INTERPRETATION" \l1 }DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1.1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in Framework Schedule 1.1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the primary dictionary meaning.

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

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

1.3.8 references to: "**representations**" shall be construed as references to present facts; to "**warranties**" as references to present and future facts; and to "**undertakings**" as references to obligations under this Framework Agreement;

1.3.9 unless otherwise provided references to "**Clauses**" and "**Framework Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear; and

1.3.10 references to this Framework Agreement are references to this Framework Agreement as amended from time to time.

1.4 Where a standard, policy or document is referred to in this Framework Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Framework Agreement with a reference to the replacement hyperlink. For the avoidance of doubt,

the Authority may change such hyperlinks (at its sole discretion) from time to time without notice to the Supplier.

1.5 Subject to Clauses 1.6 and 1.7, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:

1.5.1 the Clauses and Framework Schedule 1.1 (Definitions);

1.5.2 Framework Schedules 2.1 (Requirements) to Framework Schedule 9.4 (Catalogue) inclusive (excluding Framework Schedule 4.1 (Supplier Solution)); and

1.5.3 Framework Schedule 4.1 (Supplier Solution).

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

1.6.1 if the Contracting Body has specified Special Requirements in the Order Form, in which case those provisions shall prevail over the Framework Agreement;

1.6.2 any refinement to the Order Form and Call Off Terms permitted for the purposes of a Call Off Agreement under Clause 6 of this Framework Agreement and Framework Schedule 9.1 (Call Off Procedure) shall prevail over Framework Schedule 9.2 (Order Form) and Framework Schedule 9.3 (Call Off Terms); and

1.6.3 subject to Clause 1.7, the Call Off Agreement shall prevail over Framework Schedule 4.1 (Supplier Solution).

1.7 Where the Supplier Solution contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Supplier Solution shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Supplier Solution is more favourable to it in relation to this Framework Agreement.

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

2. NOT USED

3. **{** TC "3 DUE DILIGENCE" \l1 **}DUE DILIGENCE**

3.1 The Supplier acknowledges that prior to entering into this Framework Agreement, and any Call Off Agreement:

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

3.1.2 it has made its own enquiries and has satisfied itself as to the accuracy and adequacy of the Due Diligence Information;

3.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Framework Commencement Date) of all relevant details relating to the:

(a) Authority Requirements; and

(b) operating processes and procedures and the working methods of the Authority.

3.1.4 it has advised the Authority in writing of:

(a) the actions needed to remedy each such unsuitable aspect; and

(b) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions

and such actions, timetable and costs are fully reflected in this Framework Agreement, including in Framework Schedule 2.1 (Requirements), Framework Schedule 4.1 (Supplier Solution) and/or Framework Schedule 3 (Authority Responsibilities) as applicable.

3.2 The Supplier shall not be excused from the performance of any of its obligations under this Framework Agreement or any Call Off Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

3.2.1 any misinterpretation of the Authority Requirements; and/or

3.2.2 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

3.3 No warranty or undertaking is given by the Authority as to the accuracy, completeness, adequacy or fitness for purpose of any information disclosed or made available to the Supplier in the course of any due diligence in accordance with this Framework Agreement, any Call Off Agreement or in connection with the Supplier's provision of the Goods and/or Services or such information constitutes all information relevant or, material to the Goods and/or Services.

3.4 The Supplier acknowledges that it has and (as the case shall be) shall make its own enquiries to satisfy itself of the accuracy of the information supplied to it in connection with this Framework Agreement and any Call Off Agreement.

4. **{** TC "4 SUPPLIER'S APPOINTMENT" \l1 **}SUPPLIER'S APPOINTMENT**

4.1 The Authority hereby appoints the Supplier as:

4.1.1 a provider of the Operational Trial Devices to the Authority for the purposes of the Operational Trials in accordance with Clause 6.1; and

4.1.2 a potential provider of the Goods and Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements by the Contracting Bodies during the Framework Period.

4.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform the obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier.

5. **{** TC "5 SCOPE OF THE FRAMEWORK AGREEMENT" \l1 **}SCOPE OF THE FRAMEWORK AGREEMENT**

5.1 Without prejudice to Clause 58 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and Services by the Supplier.

5.2 The Supplier acknowledges and agrees that save as set out in Clause 6.1:

5.2.1 there is no obligation whatsoever on the Authority (or on any Other Contracting Body) to invite or select the Supplier to provide any Goods and/or Services under this Framework Agreement; and

5.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority (and/or Other Contracting Bodies) in relation to the provision of the Goods and/or Services by the

Supplier and that the Authority (and Other Contracting Bodies) are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.

5.3 In the event that any Other Contracting Body makes an approach to the Supplier with a request for the supply of Equivalent Goods and/or Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Body, and before any supply of Equivalent Goods and/or Services is made, inform such Other Contracting Body of the existence of this Framework Agreement and the Other Contracting Body's ability to award Call Off Agreements for Goods and Services pursuant to this Framework Agreement. The Supplier shall keep written records for the Framework Period, of the reasons for supplying Other Contracting Bodies with Equivalent Goods and/or Services not pursuant to this Framework Agreement.

5.4 The Parties will conduct their relationship and operate this Framework Agreement in a manner consistent with the principles set out in Clause 5.5 and the Contracting Body's objectives as described in the Orders.

5.5 The principles which shall be the basis of the Parties' relationship are to:

5.5.1 strive for excellence in the management and delivery of the Goods and Services;

5.5.2 mutually explore opportunities to implement continuous improvements and efficiencies in respect of the provision of the Goods and Services;

5.5.3 be responsive, flexible and innovative; and

5.5.4 deal with each other in an open, prompt and efficient manner.

5.6 The Supplier will provide any other goods and services described in this Framework Agreement and perform all activities, functions and services necessary for the proper supply of, ancillary to or customarily included as part of, the goods and services under any Call-Off Agreement, including supervisory services required to ensure the goods and services (including the Goods and Services) are supplied properly.

6. { TC "6 MINIMUM VOLUMES AND CALL OFF PROCEDURE" \l1 }MINIMUM VOLUMES AND CALL OFF PROCEDURE

6.1 For the purpose of conducting the Operational Trials the Authority shall make a direct award to the Supplier for an order of 1500 Devices.

6.2 The purchase of such Operational Trial Devices as provided for in Clause 6.1 shall be awarded as a Direct Award in accordance with the relevant provisions in Framework Schedule 9.1 (Call Off Procedure) and subject to the terms of a Call Off Agreement and shall be delivered to the Authority on or before the delivery date set out in the applicable Order Form.

6.3 Notwithstanding Clause 6.1, following completion of the Operational Trials and with effect from the Call Off Ordering Commencement Date, if the Authority (or any Other Contracting Body) decides to source any other Goods and Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Agreements for the Goods and Services from the Supplier by following Framework Schedule 9.1 (Call Off Procedure).

6.4 The Supplier shall comply with the relevant provisions in Framework Schedule 9.1 (Call Off Procedure).

7. { TC "7 CATALOGUE" \l1 }CATALOGUE

7.1 The Supplier shall provide Contracting Bodies with a range of commoditised Accessories via a Catalogue.

7.2 The version of the Catalogue effective as of the Framework Commencement Date shall be as set out in Framework Schedule 9.4 (Catalogue).

7.3 The Supplier shall provide Catalogue content (including pricing) and operate the Catalogue, including making any changes to the Catalogue to reflect changes to the Accessories, in accordance with Framework Schedule 9.4 (Catalogue).

7.4 Contracting Bodies who have entered into a Call Off Agreement for Goods and Services with the Supplier shall be able from time to time, from the Call Off Ordering Commencement Date, to place Orders for Accessories.

8. { TC "8 ASSISTANCE IN RELATED PROCUREMENTS" \l1 **}ASSISTANCE IN RELATED PROCUREMENTS**

8.1 Where a Relevant Supplier is bidding to provide New Goods and/or Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Goods and/or Services to a Contracting Body, the Supplier shall promptly provide the Contracting Body and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Body and/or the Relevant Supplier, as appropriate, to:

8.1.1 carry out appropriate due diligence with respect to the provision of the New Goods and/or Services;

8.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Goods and/or Services and the New Goods and/or Services;

8.1.3 make a proper assessment as to the risk related to the New Goods and/or Services.

8.2 When performing its obligations in Clause 8.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

9. { TC "9 REPRESENTATIONS AND WARRANTIES" \l1 **}REPRESENTATIONS AND WARRANTIES**

9.1 Each Party represents and warrants that:

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

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

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

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

9.2 The Supplier represents and warrants that:

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

9.2.2 it has all necessary consents and regulatory approvals to enter into this Framework Agreement and provide the Goods and Services;

9.2.3 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;

9.2.4 it has and shall continue to have all necessary Intellectual Property Rights (including rights in and to the Licensed Software, the Supplier IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Authority (and/or Other Contracting Bodies) which are necessary for the performance of the Supplier's obligations under this Framework Agreement and/or the receipt of the Goods and/or Services by the Authority (and/or Other Contracting Bodies);

9.2.5 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Contracting Bodies.

9.2.6 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;

9.2.7 it has notified the Authority in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;

9.2.8 it meets or exceeds and shall continue to meet and exceed, the Dun and Bradstreet score for financial stability required for by the Authority as set out in the SQ and/or Invitation to Tender;

9.2.9 it has notified the Authority in writing of any failure to meet or exceed the Dun and Bradstreet score for financial stability required for by the Authority as set out in the SQ and/or Invitation to Tender;

9.2.10 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

9.2.11 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the SQ and/or Invitation to Tender, its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the date of this Framework Agreement;

9.2.12 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;

9.2.13 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;

9.2.14 for the duration of this Framework Agreement and any Call Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Agreements, the Supplier shall not actively seek to employ or offer employment to any staff of the Authority who has been associated with the procurement and/or provision of the Goods and/or Services without Approval or the prior written consent of the Authority. The Supplier shall not be considered in breach of this Clause 9.2.14 where such member of staff of the Authority is employed following a successful application submitted in response to a job advertisement placed in the national, regional or professional press or in any other form of media used for recruitment;

9.2.15 in performing its obligations under this Framework Agreement and any Call Off Agreement, the Supplier shall not (to the extent possible in the circumstances) discriminate between Contracting Bodies on the basis of their respective sizes; and

9.2.16 save where expressly agreed otherwise in writing, all Goods provided by the Supplier under this Framework Agreement and Call Off Agreements will be brand new and unused.

9.3 The representations and warranties set out in Clauses 9.1 and 9.2 shall be deemed to be repeated by the Supplier on the Framework Commencement Date (if later than the date of signature of this Framework Agreement) by reference to the facts then existing.

9.4 Each of the representations and warranties set out in Clauses 9.1 and 9.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Framework Agreement.

9.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 9.1 or 9.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

9.6 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of a breach of that provision by the Supplier.

9.7 Each time that a Call Off Agreement is entered into, the warranties and representations in Clauses 9.1 and 9.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

10. { TC "10 NOT USED" \l1 **}NOT USED**

SECTION B – DURATION OF THE FRAMEWORK AGREEMENT

11. { TC "11 DURATION OF THE FRAMEWORK AGREEMENT" \l1 **}DURATION OF THE FRAMEWORK AGREEMENT**

11.1 This Framework Agreement shall:

11.1.1 come into force on the Framework Commencement Date, save for Clauses 1 (Definitions and Interpretation), 9 (Representations and Warranties), 11 (Duration of the Framework Agreement), 35 (Confidentiality), 37 (Freedom of Information), 38 (Protection of Personal Data), 39 (Publicity and Branding), 41 (Limitation on Liability), 43 (Insurance), 47 (Consequences of Expiry or Termination), 48 (Compliance), 50 (Waiver and Cumulative Remedies), 51 (Relationship of the Parties), 53 (Prevention of Fraud and Bribery), 54 (Conflicts of Interest), 55 (Severance), 57 (Entire Agreement), 58 (Third Party Rights), 59 (Notices), 60 (Complaints Handling), 61 (Dispute Resolution) and 62 (Governing Law and Jurisdiction), which shall be binding and enforceable as between the Parties from Framework Execution Date; and

11.1.2 unless terminated at an earlier date by operation of Law or in accordance with Clause 45 (Termination Rights), terminate:

(a) at the end of the Initial Framework Term; or

(b) if the Authority elects to extend the Initial Framework Term in accordance with Clause 11.2 below, at the end of the Extension Framework Period.

11.2 The Authority may extend the duration of this Framework Agreement for any period or periods up to a maximum of 12 months in total from the expiry of the Initial Framework Term by giving the Supplier no less than 2 Months written notice.

SECTION C –AUTHORITY RESPONSIBILITIES

12. { TC "12 NOT USED" \l1 **}NOT USED**

13. { TC "13 NOT USED" \l1 **}NOT USED**

14. { TC "14 NOT USED" \l1 **}NOT USED**

15. { TC "15 NOT USED" \l1 **}NOT USED**

16. { TC "16 NOT USED" \l1 **}NOT USED**

17. { TC "17 AUTHORITY RESPONSIBILITIES" \l1 **}AUTHORITY RESPONSIBILITIES**

Authority Responsibilities

17.1 The Authority shall comply with its responsibilities set out in Framework Schedule 3 (Authority Responsibilities).

Authority Cause

17.2 Notwithstanding any other provision of this Framework Agreement, if the Supplier has failed to comply with its obligations under this Framework Agreement (a "**Supplier Non-Performance**"), and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this Clause 17):

17.2.1 the Supplier shall not be treated as being in breach of this Framework Agreement to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause; and

17.2.2 the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Framework Agreement pursuant to Clause 45 (Authority Termination Rights).

17.3 In order to claim any of the rights and/or relief referred to in Clause 17.2, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a "**Relief Notice**") setting out details of:

17.3.1 the Supplier Non-Performance;

17.3.2 the Authority Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Framework Agreement;

17.3.3 any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and

17.3.4 the relief and/or compensation claimed by the Supplier.

17.4 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Authority Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief, consulting with the Supplier where necessary.

17.5 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause.

17.6 Without prejudice to Clause 61.2 (Dispute Resolution), if a Dispute arises as to:

17.6.1 whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or

17.6.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

18. { TC "18 INTELLECTUAL PROPERTY RIGHTS" \l1 }INTELLECTUAL PROPERTY RIGHTS

18.1 Allocation of title to IPR and Licensed Rights

18.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

18.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 18.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

18.1.3 Subject to Clause 18.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its goods or services without the other Party's prior written consent.

18.1.4 Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Authority's logo exclusively in connection with the provision of the Goods and/or Services during the Framework Period and for no other purpose.

18.1.5 The Supplier recognises the importance of ensuring that the Authority, Other Contracting Bodies and Other ESN Suppliers have, at all times, the necessary rights to use the Goods and Services and other Intellectual Property Rights provided by or on behalf of the Supplier under this Framework Agreement and/or any Call Off Agreement.

18.1.6 The Supplier shall, subject to the terms of the Call Off Agreement, grant to the Contracting Body a perpetual royalty free and non-exclusive licence to use the Software and all other Intellectual Property Rights in the Goods and/or Services.

18.1.7 The Supplier Software, Third Party Software and any open source software used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or that is embedded in and in respect of such other software as required to be licensed in order for the Contracting Body to receive the benefit of and/or make use of the Goods and/or Services shall be is set out in Framework Schedule 5 (Software).

18.2 **IPR Indemnity**

18.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Goods and Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

18.2.2 The Supplier shall at all times during and after the Framework Period, on written demand indemnify the Authority against all Losses incurred by or awarded against the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

18.2.3 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

(a) procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or

(b) replace or modify the relevant item with non-infringing substitutes provided that:

the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

the replaced or modified item does not have an adverse effect on any other Goods and Services;

there is no additional cost to the Authority; and

the terms and conditions of this Framework Agreement shall apply to the replaced or modified Goods and Services.

18.2.4 If the Supplier elects to procure a licence in accordance with Clause 18.2.3(a) or to modify or replace an item pursuant to Clause 18.2.3(b), but this has not avoided or resolved the IPR Claim, then:

(a) the Authority may terminate this Framework Agreement by written notice with immediate effect; and

(b) without prejudice to the indemnity set out in Clause 18.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

19. { TC "19 NOT USED" \l1 **}NOT USED**

SECTION D – FRAMEWORK AGREEMENT PERFORMANCE

20. { TC "20 PERFORMANCE" \l1 **}PERFORMANCE**

20.1 The Supplier shall:

20.1.1 perform its obligations under this Framework Agreement in accordance with:

(a) the requirements of this Framework Agreement;

(b) the terms and conditions of the respective Call Off Agreements;

(c) all applicable Law;

(d) Good Industry Practice;

(e) the Standards;

(f) the Security Requirements; and

(g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 20.1.1(a) to 20.1.1(f);

20.1.2 deliver the Goods and Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money; and

20.1.3 provide updates and new versions of the Goods (being the Devices and Accessories as applicable) in accordance with the Supplier's Roadmap. No updated or new version of any Good shall be made available for sale to Contracting Bodies by the Supplier without the Approval of the Authority which shall be given where the Supplier has demonstrated that such new version or update to the Goods meets the requirements set out in Framework Schedule 2.1 (Requirements) including all applicable testing requirements.

20.2 In the event that the Supplier becomes aware of any inconsistency between any of the requirements of Clause 20.1 the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

21. { TC "21 STANDARDS" \l1 **}STANDARDS**

21.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Agreement, including the Standards set out in Framework Schedule 2.3 (Standards).

21.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by a Contracting Body under a Call Off Agreement, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

21.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or a Contracting Body's receipt under a Call Off Agreement, of the Goods and/or Services is explained to the Contracting Body (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

21.4 Where Standards referenced conflict with each other or with Good Industry Practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.

22. { TC "22 KEY PERFORMANCE INDICATORS" \l1 **}KEY PERFORMANCE INDICATORS**

22.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Framework Schedule 2.2 (Key Performance Indicators).

23. { TC "23 CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT" \l1 **}CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT**

23.1 The Supplier shall perform all its obligations under all Call Off Agreements entered into with a Contracting Body in accordance with the:

23.1.1 requirements of this Framework Agreement;

23.1.2 terms and conditions of the respective Call Off Agreements.

23.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 23.1.1 and 23.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

24. { TC "24 CONTINUOUS IMPROVEMENT" \l1 **}CONTINUOUS IMPROVEMENT**

24.1 The Supplier shall have an on-going obligation throughout the Framework Period to identify new or potential improvements to the Goods and Services in accordance with this Clause 24. As part of this obligation the Supplier shall identify and report to the Authority, no less than once every six (6) Months, on the emergence of new and evolving relevant technologies which could improve the Goods and/or Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt.

24.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority requests.

24.3 If the Authority wishes to incorporate any improvement identified by the Supplier the Authority shall send the Supplier a Variation Form in accordance with the Variation Procedure.

SECTION E – FRAMEWORK AGREEMENT GOVERNANCE

25. { TC "25 ESN GOVERNANCE" \l1 **}ESN GOVERNANCE**

25.1 The Parties shall comply with the governance provisions set out in Framework Schedule 8.1 (ESN Governance).

26. { TC "26 FRAMEWORK AGREEMENT MANAGEMENT" \l1 **}FRAMEWORK AGREEMENT MANAGEMENT**

26.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8.2 (Framework Management).

Representatives

26.2 Each Party shall have a representative for the duration of this Framework Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Framework Agreement.

26.3 The initial Supplier Representative shall be the person named as such in Framework Schedule 4.3 (Key Personnel). Any change to the Supplier Representative shall be agreed in accordance with Clause 32 (Supplier Personnel).

26.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within five (5) Working Days of the Framework Commencement Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

27. { TC "27 RECORDS AND AUDIT" \l1 **}RECORDS AND AUDIT**

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

27.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or

27.1.2 seven (7) years after the date of termination or expiry of the last Call Off Agreement to expire or terminate; or

27.1.3 such other date as may be agreed between the Parties

full and accurate records and accounts of the operation of this Framework Agreement, including the Call Off Agreements entered into with Contracting Bodies, the Goods and Services provided pursuant to the Call Off Agreements and/or made available through the Catalogue and the amounts paid by each Contracting Body under the Call Off Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

27.2 The Supplier shall keep the records and accounts referred to in Clause 27.1 in accordance with Good Industry Practice and Law.

27.3 The Supplier shall provide the Authority with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier's management team or by the Supplier's external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.

27.4 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:

27.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;

27.4.2 all related invoices are completely and accurately included in the MI Reports;

27.4.3 all Framework Prices comply with any requirements under this Framework Agreement on discounts, charge rates, fixed quotes (as applicable); and

27.4.4 an additional sample of twenty (20) public sector orders identified from the Supplier's order processing and invoicing systems as orders not placed under this Framework Agreement (where such orders have been received by the Supplier in the relevant period) have been correctly identified as such and state which procurement route has been used to place those orders. Statements should be supported by those records specified in Clause 5.3 where available.

27.5 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

27.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 27.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Framework Agreement, including for the following purposes:

27.6.1 to verify the accuracy of the Framework Prices and any other amounts payable under this Framework Agreement and any Call Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);

27.6.2 to verify the costs of the Supplier (including the costs of all Sub-Contractors) in connection with the provision of the Goods and Services;

27.6.3 to verify the Supplier's and each Sub-Contractor's compliance with applicable Law;

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

27.6.5 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to provide and Goods and/or Services (as applicable);

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

27.6.7 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;

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

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

27.6.10 to verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;

27.6.11 to review any MI Reports and/or other records relating to the Supplier's provision and performance of the Goods and Services and to verify that these reflect the Supplier's own internal reports and records;

27.6.12 to review the integrity, confidentiality and security of the Authority Personal Data; and/or

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

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

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

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

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

27.8.3 access to the Supplier Personnel.

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

27.10 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 27.

28. { TC "28 VARIATION" \l1 }VARIATION

28.1 Variation Procedure

28.1.1 Subject to the provisions of this Clause 28 and, in respect of any change to the Framework Prices subject to the provisions of Framework Schedule 7.1 (Framework Prices), either Party may request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

28.1.2 If either Party elects to request a Variation, the following procedure shall apply:

(a) the requesting Party shall complete and send the Variation Form as set out in Framework Schedule 8.6 (Variation Form) to the other Party, giving sufficient information for the other Party to assess the extent of the proposed Variation.

(b) the Supplier shall:

in the case where it receives a Variation Form from the Authority, within twenty (20) Working Days of receipt or such other period as specified in the Authority's Variation Form; or

in the case where the Supplier submits a Variation Form to the Authority, at the same time as its submits the Variation Form,

prepare and provide to the Authority an Impact Assessment and all information required by the Authority to assess the extent of the proposed Variation.

(c) each Impact Assessment shall be completed in good faith and shall include:

details of the proposed Variation including the reason for the Variation;

details of the impact of the proposed Variation on the Goods and Services, and the Supplier's ability to meet its other obligations under this Agreement;

any variation to the terms of this Framework Agreement that will be required as a result of that impact, including changes to:

(1) the Goods, Services and Key Performance Indicators;

(2) any timetable previously agreed by the Parties;

(3) other goods and services provided by third party contractors to the Authority;

details of the on-going costs required by the proposed Variation when implemented, including any increase or decrease in any Framework Prices, any alteration in the resources and/or

expenditure required by either Party and any alteration to the working practices of either Party;

a timetable for the implementation, together with any proposals for the testing of the proposed Variation (if applicable);

details of how the proposed Variation will ensure compliance with any applicable Change in Law; and

such other information as the Authority may reasonably request in (or in response to) the proposed Variation.

28.1.3 If the Authority is the receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Variation so that it may properly evaluate the proposed Variation and the Impact Assessment, then it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Clause 28.1.3 until the Authority is satisfied that it has sufficient information to properly evaluate the proposed Variation and Impact Assessment.

28.1.4 The Authority shall have the sole and absolute right to approve or reject the Supplier's proposed Variation.

28.1.5 The Supplier shall attend any meetings reasonably requested by the Authority to discuss any proposed Variation.

28.1.6 Where a proposed Variation is approved by the Authority, the Authority shall notify the Supplier of its approval of the Variation by signing and returning the Variation Form to the Supplier.

28.1.7 In the event that the Authority does not approve the proposed Variation, the Authority will notify the Supplier in writing.

28.1.8 In the event that:

(a) the Authority requests a Variation, the Supplier is unable to agree to or provide the Variation; and/or

(b) either Party requests a Variation, the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof

the Authority may (in its absolute discretion):

(c) agree to continue to perform its obligations under this Framework Agreement without the Variation; or

(d) terminate this Framework Agreement with immediate effect.

28.2 **Legislative Change**

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

(a) General Change in Law; or

(b) Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.

28.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 28.2.1(b), the Supplier shall:

(a) notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Framework Prices, or this Framework Agreement; and

(b) provide the Authority with evidence:

that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and

demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 24 (Continuous Improvement), has been taken into account in amending the Framework Prices (as applicable).

28.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 28.2.1(b) shall be implemented in accordance with Clause 28.1 (Variation Procedure).

29. { TC "29 COLLABORATION" \l1 }COLLABORATION

29.1 The Supplier shall co-operate with the Other ESN Suppliers and provide all reasonable information (including any Documentation), advice and assistance in connection with the provision of the Goods and/or Services to the Authority and/or Other ESN Supplier to enable the Authority and/or such Other ESN Supplier to create and maintain technical and organisational interfaces with the Goods and/or Services.

29.2 Each Party shall comply with their respective obligations, and may exercise their respective rights, under Framework Schedule 8.8 (Operating Level Agreement).

SECTION F – PAYMENT, and TAXATION PROVISIONS

30. { TC "30 FRAMEWORK PRICES" \l1 }FRAMEWORK PRICES

30.1 The Supplier shall comply with the terms of Framework Schedule 7.1 (Framework Prices) and the Charges for the Goods and Services shall be as set out in Framework Schedule 7.1 (Framework Prices).

30.2 The Framework Prices are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Contracting Body following delivery of a valid VAT invoice.

30.3 The Authority may set-off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier under this Framework Agreement or any Call Off Agreement or other agreement entered into by the Authority.

30.4 Save where expressly set out and agreed to in any Order the Charges shall include all costs and expenses relating to the Goods and Services, the Supplier's performance of its obligations under any Call Off Agreement and no further amounts shall be payable by any Contracting Body to the Supplier in respect of its performance under this Framework Agreement or any Call Off Agreement.

31. { TC "31 PROMOTING TAX COMPLIANCE" \l1 **}PROMOTING TAX COMPLIANCE**

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

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

31.1.2 promptly provide to the Authority:

(a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

SECTION G –SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

32. { TC "32 SUPPLIER PERSONNEL" \l1 **}SUPPLIER PERSONNEL**

32.1 The Supplier shall:

32.1.1 provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;

32.1.2 ensure that all Supplier Personnel:

(a) are appropriately qualified, trained and experienced to provide the Goods and Services with all reasonable skill, care and diligence;

(b) are vetted in accordance with Good Industry Practice and, where applicable, the requirements set out in Framework Schedule 2.1 (Requirements) and Framework Schedule 2.3 (Standards); and

(c) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the Security Requirements;

32.1.3 retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;

32.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Framework Agreement shall be a Default by the Supplier;

32.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

32.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

32.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

32.1.8 procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Framework Agreement.

32.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Framework Agreement, it may:

32.2.1 refuse admission to the relevant person(s) to the Authority Premises; and/or

32.2.2 direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s).

Key Personnel

32.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Framework Period. Framework Schedule 4.3 (Key Personnel) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Framework Commencement Date.

32.4 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant persons selected to fill those Key Roles shall be included on the list of Key Personnel.

32.5 The Supplier shall not remove or replace any Key Personnel unless:

32.5.1 requested to do so by the Authority;

32.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

32.5.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

32.5.4 the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

32.6 The Supplier shall:

32.6.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

32.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

32.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least sixty (60) Working Days' notice;

32.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods and/or Services; and

32.6.5 ensure that any replacement for a Key Role:

(a) has a level of qualifications and experience appropriate to the relevant Key Role; and

(b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Income Tax and National Insurance Contributions

32.7 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Framework Agreement, the Supplier shall:

32.7.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

32.7.2 indemnify the Authority against 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 the provision of the Goods and/or Services by the Supplier or any Supplier Personnel.

33. { TC "33 SUPPLY CHAIN RIGHTS AND PROTECTIONS" \l1 }SUPPLY CHAIN RIGHTS AND PROTECTIONS

33.1 Appointment of Key Sub-Contractors

33.1.1 The Authority has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 4.4 (Sub-Contractors).

33.1.2 Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority. If requested by the Authority the Supplier shall provide the Authority with the information detailed in Clause 33.1.3. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. The Authority may reasonably withhold their consent to the appointment of a Key Sub-Contractor if either of them considers that:

(a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;

(b) the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers;

(c) the proposed Key Sub-Contractor employs unfit persons; and/or

(d) the Supplier in their Tender stated that they would not employ sub-contractors and did not provide evidence relating to their processes and competencies relating to the selection and management of sub-contractors.

33.1.3 The Supplier shall provide the Authority with the following information in respect of the proposed Key Sub-Contractor:

(a) the proposed Key Sub-Contractor's name, registered office and company registration number;

(b) the scope/description of any Goods and/or Services to be provided by the proposed Key Sub-Contractor;

(c) where the proposed Key Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

(d) the applicable Key Sub-Contract price expressed as a percentage of the total projected Framework Prices charged over the Framework Period; and

(e) information as the Authority may reasonably request to assess the financial standing of the proposed Key Sub-Contractor.

33.1.4 If requested by the Authority, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 33.1.3, the Supplier shall also provide:

(a) a copy of the proposed Key Sub-Contract; and

(b) any further information reasonably requested by the Authority.

33.1.5 The Supplier shall use all reasonable endeavours to ensure that each new or replacement Key Sub-Contract shall include:

(a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;

(b) a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;

(c) a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;

(d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority;

(e) obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:

the data protection requirements set out in Clause 38 (Protection of Personal Data);

the FOIA requirements set out in Clause 37 (Freedom of Information);

the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 39 (Publicity and Branding);

the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract; and

the conduct of Audits set out in Clause 27 (Records and Audit);

provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 45 (Authority Termination Rights) and 47 (Consequences of Expiry or Termination) of this Framework Agreement;

(f) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority.

33.2 **Supply Chain Protection**

33.2.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

(a) requiring the Sub-Contractor to provide full and accurate invoicing information. Full and accurate should include the line level constituent elements such as the individual goods, labour and delivery charges;

(b) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and

(c) a right for the Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

33.2.2 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

33.2.3 Notwithstanding any provision of Clauses 35 (Confidentiality) and 39 (Publicity and Branding) if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on Government websites and in the press).

33.3 **Termination of Sub-Contracts**

33.3.1 The Authority may require the Supplier to terminate:

(a) a Sub-Contract where:

the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 45 (Authority Termination Rights) except Clause 45.6 (Termination Without Cause); and/or

the relevant Sub-Contractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or

(b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

the Authority has not served its notice of objection within six (6) Months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

33.3.2 Where the Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 33.3.1 above, the Supplier shall remain responsible for, and accept full liability for, fulfilling all its obligations under this Framework Agreement including the provision of the Goods and/or Services.

33.4 **Retention of Legal Obligations**

33.4.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 33, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

SECTION H – PROVISION AND PROTECTION OF INFORMATION

34. { TC "34 PROVISION OF MANAGEMENT INFORMATION" \l1 }PROVISION OF MANAGEMENT INFORMATION

34.1 The Supplier shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of Framework Schedule 8.3 (Framework Management Information).

34.2 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

34.2.1 use and to share with any Other Contracting Body and Relevant Person; and/or

34.2.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted)

any Management Information supplied to the Authority, or interpretation gained from the Management Information, for the Authority's normal operational activities including but not limited to administering this Framework Agreement and/or all Call Off Agreements, monitoring public sector expenditure, identifying savings or potential savings, measuring the Supplier's performance in relation to other suppliers and planning future procurement activity.

34.3 The Authority shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.

34.4 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 34.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.

35. { TC "35 CONFIDENTIALITY" \l1 }CONFIDENTIALITY

35.1 For the purposes of this Clause 35, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

35.2 Except to the extent set out in this Clause 35 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

35.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

35.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;

35.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and

35.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

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

35.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 37 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

35.3.2 the need for such disclosure arises out of or in connection with:

(a) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;

(b) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of its resources; or

(c) the conduct of a Central Government Body review in respect of this Framework Agreement; or

35.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

35.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

35.5 Subject to Clauses 35.3 and 35.4, the Supplier may only disclose Authority Confidential Information on a confidential basis to:

35.5.1 Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Framework Agreement;

35.5.2 its auditors; and

35.5.3 its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

35.6 Where the Supplier discloses Authority Confidential Information pursuant to Clause 35.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

35.7 The Authority may disclose the Confidential Information of the Supplier:

35.7.1 on a confidential basis to any Central Government Body, Other Contracting Body or Other ESN Supplier for any proper purpose of the Authority or of the relevant Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies, Other Contracting Bodies or Other ESN Suppliers;

35.7.2 to British Parliament and Parliamentary Committees or if required by any the British Parliamentary reporting requirement;

35.7.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

35.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 35.7.1 for any purpose relating to or connected with this Framework Agreement;

35.7.5 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement;

35.7.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Framework Agreement; or

35.7.7 on a confidential basis for the purpose of future procurements in relation to the ESMCP.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 35.

35.8 For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 35.7 shall include information relating to Call Off Agreements, including service levels, pricing information and the terms of any Call Off Agreement may be shared with any Central Government Body or any Other Contracting Body from time to time.

35.9 Nothing in this Clause 35 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

35.10 In the event that the Supplier fails to comply with Clauses 35.2 to 35.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

36. { TC "36 TRANSPARENCY" \l1 **}TRANSPARENCY**

36.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement is not Confidential Information. The Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

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

36.3 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

37. { TC "37 FREEDOM OF INFORMATION" \l1 **}FREEDOM OF INFORMATION**

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

37.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;

37.1.2 transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

37.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier's possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

37.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

37.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a

Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

38. { TC "38 PROTECTION OF PERSONAL DATA" \l1 **}PROTECTION OF PERSONAL DATA**

38.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Framework Agreement, the Parties acknowledge that the Authority is the Data Controller and that the Supplier is the Data Processor.

38.2 Where the Supplier is Processing the Personal Data for the Authority, the Supplier shall:

38.2.1 Process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Framework Agreement;

38.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

38.2.3 ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data and including the measures as are set out in the Security Requirements;

38.2.4 not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement). Without limiting the foregoing where the Supplier wishes to appoint a sub-contractor for the purpose of providing the Goods or performing the Services or in relation to any of its obligations under this Framework Agreement, the Supplier shall where such sub-contractor shall Process Personal Data ensure that it has entered into a written agreement with the sub-contractor on terms which are substantially the same as, but no less onerous than, the terms set out in this Clause 38 and a provision restricting the ability of the sub-contractor to sub-contract all or any part of the services provided to the Supplier under such contract without first seeking the consent of the Authority;

38.2.5 take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:

(a) are aware of and comply with the Supplier's duties under this Clause 38.2 and Clause 35 (Confidentiality);

(b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Framework Agreement;

(c) have entered into appropriate contractually binding confidentiality undertakings or are bound by relevant binding confidentiality undertakings by enactment; and

(d) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);

38.2.6 notify the Authority within five (5) Working Days if it receives:

(a) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;

(b) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or

(c) request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

38.2.7 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to at Clause 38.2.6), including by promptly providing:

(a) the Authority with full details and copies of the complaint, communication or request;

(b) where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and

(c) the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and

38.2.8 provide the Authority with full cooperation and assistance (within the timescales, reasonably required by the Authority) to ensure the Authority's compliance with its obligations under the Data Protection Legislation, including:

(a) obligations relating to ensuring the security and integrity of the Personal Data;

(b) obligations relating to notification of any breach of security to any supervising authority and/or the Data Subject;

(c) undertaking any data protection impact assessments (as required by the Data Protection Legislation);

38.2.9 notify the Authority immediately if it considers in its opinion any of the Authority's instructions infringe the Data Protection Legislation;

38.2.10 if requested by the Authority, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 38.2.10 and provide to the Authority copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

38.3 The Supplier shall not Process or cause or permit any Personal Data to be transferred in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "**Restricted Countries**") without the Approval of the Authority. If, after the Framework Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:

38.3.1 the Supplier shall propose a Variation to the Authority which, if it is agreed by the Authority, shall be dealt with in accordance with Clause 28.1 (Variation Procedure) and Clauses 38.3.2 to 38.3.4;

38.3.2 the Supplier shall set out in its proposal to the Authority for a Variation, details of the following:

(a) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;

(b) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and

(c) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;

(d) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with the DPA;

38.3.3 in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and

38.3.4 the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:

(a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework Agreement or a separate data processing agreement between the Parties; and

(b) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:

a direct data processing agreement with the Authority on such terms as may be required by the Authority; or

a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Supplier relating to the relevant Personal Data transfer

and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data.

38.4 The Supplier shall use its reasonable endeavours to assist the Authority to comply with any obligations under the DPA and shall not perform its obligations under this Framework Agreement in such a way as to cause the Authority to breach any of the Authority's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

39. { TC "39 PUBLICITY AND BRANDING" \l1 **}PUBLICITY AND BRANDING**

39.1 Subject to Clause 40 (Marketing), the Supplier shall not:

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

39.1.2 use the Authority's name or brand in any promotion or marketing or announcement of Orders

without Approval (the decision of the Authority to Approve or not shall not be unreasonably withheld or delayed).

39.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any goods or services of the other Party (including the Goods and/or Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

39.3 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

40. { TC "40 MARKETING" \l1 }MARKETING

40.1 The Supplier shall undertake marketing of this Framework Agreement and the Goods and Services on behalf of the Authority to Other Contracting Bodies in accordance with the provisions of Framework Schedule 8.4 (Marketing).

40.2 The Supplier shall obtain the Authority's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Authority within one (1) Month of receipt of such notice, the Authority shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

40.3 **SECTION I – LIABILITY, AND INSURANCE**

41. { TC "41 LIMITATIONS ON LIABILITY" \l1 }LIMITATIONS ON LIABILITY

Unlimited liability

41.1 Neither Party limits its liability for:

41.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

41.1.2 bribery, fraud or fraudulent misrepresentation by it or its employees;

41.1.3 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;

41.1.4 wilful default or abandonment; or

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

41.2 Nothing in this Framework Agreement shall limit or exclude the Supplier's liability:

41.2.1 in respect of the indemnities in Clauses 18.2.2 and 32.7.2; or

41.2.2 for any loss in connection with a breach by the Supplier of Clauses 53 (Prevention of Fraud and Bribery), 35 (Confidentiality) or 38 (Protection of Personal Data).

Financial and other limits

41.3 Subject to Clauses 41.1, 41.2, 41.5 and 41.6, the Supplier's aggregate liability in respect of all Losses incurred by the Authority under or in connection with this Framework Agreement as a result of Defaults by the Supplier shall in no event exceed an amount equal to £2,000.000 (two million) in each Contract Year.

41.4 Subject to Clauses 41.1 and 41.5, the Authority's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Framework Agreement as a result of Defaults by the Authority shall in no event exceed an amount equal to:

41.4.1 in the first Contract Year an amount equal to the value of the Operational Trial Devices; and

41.4.2 in each subsequent Contract Year an amount equal to £1,000.000 (one million).

Consequential Losses

41.5 Subject to Clauses 41.1, neither Party shall be liable to the other Party for any:

41.5.1 indirect, special or consequential Loss; or

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

41.6 Subject to Clause 41.3, and notwithstanding Clause 41.5, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

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

41.6.2 any wasted expenditure or charges;

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

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

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

Mitigation

41.7 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Framework Agreement.

Liability to a Contracting Body

41.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 41 shall not limit the Supplier's liability to a Contracting Body under any Call Off Agreement and the Supplier's liability under a Call Off Agreement shall be as provided for in that Call Off Agreement only.

42. { TC "42 CONDUCT OF CLAIMS" \l1 }CONDUCT OF CLAIMS

42.1 If the Authority receives any notice of any claim for which it appears that the Authority is, or may become, entitled to indemnification under this Framework Agreement (a "**Claim**"), the Authority shall give notice in writing to the Supplier as soon as reasonably practicable.

42.2 Subject to Clause 42.1, on the giving of a notice by the Authority, where it appears that the Authority is or may be entitled to indemnification from the Supplier in respect of all (but not part

only) of the liability arising out of the Claim, the Supplier shall (subject to providing the Authority with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Authority at the Supplier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Supplier does elect to conduct the Claim, the Authority shall give the Supplier all reasonable cooperation, access and assistance for the purposes of such Claim and the Authority shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Supplier.

42.3 With respect to any Claim conducted by the Supplier pursuant to Clause 42.2:

42.3.1 the Supplier shall keep the Authority fully informed and consult with it about material elements of the conduct of the Claim;

42.3.2 the Supplier shall not bring the name of the Authority into disrepute;

42.3.3 the Supplier shall not pay or settle such Claim without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed; and

42.3.4 the Supplier shall conduct the Claim with all due diligence.

42.4 The Authority shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Framework Agreement if:

42.4.1 the Supplier is not entitled to take conduct of the Claim in accordance with Clause 42.2;

42.4.2 the Supplier fails to notify the Authority in writing of its intention to take conduct of the relevant Claim within ten (10) Working Days of the notice from the Authority or if the Supplier notifies the Authority in writing that it does not intend to take conduct of the Claim; or

42.4.3 the Supplier fails to comply in any material respect with the provisions of Clause 42.3.

43. { TC "43 INSURANCE" \l1 }INSURANCE

43.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Call Off Agreement in accordance with Framework Schedule 2.5 (Insurance).

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

SECTION J – REMEDIES

44. { TC "44 AUTHORITY REMEDIES" \l1 }AUTHORITY REMEDIES

44.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 45.2 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

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

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

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

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

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

(b) fails to implement an Improvement Plan Approved by the Authority

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

SECTION K – TERMINATION AND SUSPENSION

45. { TC "45 AUTHORITY TERMINATION RIGHTS" \l1 }AUTHORITY TERMINATION RIGHTS

45.1 **NOT USED**

45.2 **Termination on Material Default**

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

(a) the award of this Framework Agreement by the Authority to the Supplier was made conditional upon the Supplier having achieved a specific third party accreditation(s) within specific time limits as set out in its Tender and such accreditation(s) has not been achieved within such time limits of the Framework Execution Date;

(b) the Supplier fails to accept a Call Off Agreement pursuant to paragraph 6.3 of Framework Schedule 9.1 (Call Off Procedure);

(c) a Contracting Body terminates a Call Off Agreement for the Supplier's breach of that Call Off Agreement;

(d) in the event of two (2) or more failures by the Supplier to meet the KPI Targets, whether the failures relate to the same or different KPI Targets, in any rolling period of three (3) Months;

(e) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:

Clause 27.9 (Records and Audit);

Clause 28 (Variation);

Clause 35.10 (Confidentiality);

Clause 48.2 (Compliance)

Clause 53.6.2 (Prevention of Fraud and Bribery);

Clause 54.3 (Conflicts of Interest); and/or

anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;

(f) the Supplier commits a Default of any of the following Clauses or Framework Schedules:

Clause 9 (Representations and Warranties);

Clause 20 (Performance);

Clause 27 (Records and Audit);

Clause 31 (Promoting Tax Compliance);

Clause 33 (Supply Chain Rights and Protections);

Clause 34 (Provision of Management Information);

Clause 37 (Freedom of Information);

Clause 38 (Protection of Personal Data);

(g) *NOT USED*

(h) the Supplier fails to implement an Improvement Notice or Improvement Plan pursuant to Clause 44.1.4 (Authority Remedies);

(i) the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or

(j) the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but the Supplier has not remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

45.3 **Termination on Insolvency**

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

45.4 **Termination on Change of Control**

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

(a) being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

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

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

45.5 **Termination for compliance**

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

(a) should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; and/or

(b) has been substantially amended to the extent that the Regulations require a new procurement procedure.

45.6 **Termination Without Cause**

45.6.1 The Authority shall have the right to terminate all or any part of this Framework Agreement (including the individual Call Off Agreements entered into for the Operational Trial Devices) by giving at least 1 Month written notice to the Supplier.

45.7 **Termination for Force Majeure**

45.7.1 If either Party is prevented from performing any of its obligations by a Force Majeure Event which continues for more than three (3) Months, then the Authority may, by giving notice to the Supplier, terminate this Framework Agreement or the affected Call-Off Agreement.

45.8 **Partial Termination**

45.8.1 Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 45.8 provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

45.8.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 28 (Variation) including the effect that the partial termination may have on the provision of any other Goods and/or Services and the Framework Prices, provided that:

(a) the Supplier shall not be entitled to an increase in the Framework Prices, in respect of the provision of Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Contracting Body's termination rights under Clause 45 (Authority Termination Rights) with the exception of Clause 46.6 (Termination Without Cause); and

(b) the Supplier shall not be entitled to reject the Variation.

46. { TC "46 SUSPENSION OF SUPPLIER'S APPOINTMENT" \l1 **}SUSPENSION OF SUPPLIER'S APPOINTMENT**

46.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 45 (Authority Termination Rights), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier,

and the Supplier agrees that it shall not be entitled to enter into any new Call Off Agreement during the period specified in the Authority's notice.

46.2 Any suspension under Clause 46.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.

46.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Agreements concluded prior to the suspension notice.

46.4 If the Authority provides notice to the Supplier in accordance with Clause 46.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

46.5 For the avoidance of doubt, no period of suspension under this Clause 46 shall result in an extension of the Framework Period.

Supplier Financial Instability

46.6 If during the Framework Period the Supplier's Dun and Bradstreet score for financial stability falls below the threshold required for by the Authority as set out in the SQ and/or Invitation to Tender, the Authority reserves the right to immediately suspend the Supplier's appointment to this Framework Agreement. Such suspension will remain in force until the Supplier's Dun and Bradstreet score for financial stability is restored to or above the threshold required by the Authority as set out in the Invitation to Tender or the Supplier has provided assurance of its continuing financial stability to the Authority's reasonable satisfaction.

47. { TC "47 CONSEQUENCES OF EXPIRY OR TERMINATION" \l1 }CONSEQUENCES OF EXPIRY OR TERMINATION

47.1 **General Provisions on Expiry or Termination**

47.1.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 47.

47.1.2 Save where such Termination Notice has been served by the Authority in accordance with Clause 45.6 and the Authority has expressly included the termination of the Call Off Agreements for the Operational Trial Devices within such notice, termination or expiry of this Framework Agreement shall not cause any Call Off Agreements to terminate automatically. For the avoidance of doubt, save for the Call Off Agreements for the Operational Trial Devices which may be terminated concurrently with the Framework Agreement through a notice provided under Clause 45.6, all Call Off Agreements shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call Off Agreement.

47.1.3 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any and all Authority Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Authority and is reasonably necessary for such compliance).

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

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

(a) Clauses 1 (Definitions and Interpretation), 9 (Representations and Warranties), 20 (Performance), 27 (Records and Audit), 18 (Intellectual Property Rights), 26 (Framework Agreement Management), 35 (Confidentiality), 37 (Freedom of Information), 38 (Protection of Personal Data), 39 (Publicity and Branding), 41 (Limitation on Liability), 43 (Insurance), 47 (Consequences of Expiry or Termination), 48 (Compliance), 50 (Waiver and Cumulative Remedies), 51 (Relationship of the Parties), 53 (Prevention of Fraud and Bribery), 54 (Conflicts of Interest), 55 (Severance), 57 (Entire Agreement), 58 (Third Party Rights), 59 (Notices), 60 (Complaints Handling), 61 (Dispute Resolution) and 62 (Governing Law and Jurisdiction); and

(b) Framework Schedules 1.1 (Definitions), 2.1 (Requirements), 2.2 (Key Performance Indictors), 2.4 (Security), 2.5 (Insurance), 4.2 (Commercially Sensitive Information), 4.4 (Sub-Contractors), 5 (Software), 7.1 (Framework Prices), 7.2 (Payment on Termination), 8.2 (Framework Management), 8.3 (Framework Management Information).

47.2 Payments by the Authority

47.2.1 If this Framework Agreement is terminated by the Authority pursuant to Clause 45.5 and the Authority has expressly included in such Termination Notice the termination of the Call Off Agreements for the Operational Trial Devices or otherwise under the Call Off Agreement for the Operational Trial Devices the Authority opts to terminate without cause, the Authority may in such notice opt to either terminate immediately following receipt of the Operational Trial Devices or notify the Supplier that no Goods shall be required to be delivered under such Call Off Agreements in which event the Authority shall pay to the Supplier the Termination Payment calculated in accordance with Schedule 7.2 (Payments on Termination) (which shall be the Supplier's sole remedy for the termination of this Framework Agreement and the Call Off Agreements for the Operational Trial Devices).

47.2.2 If this Framework Agreement is terminated (in whole or in part) for any other reason, or the Framework Agreement expires, the Authority shall not be required to make as a result of such termination any other payments (by way of compensation or otherwise) to the Supplier.

47.3 Transfer of Personnel

47.3.1 It is the understanding of the Parties that the TUPE Regulations will not apply in respect of the commencement of this Framework Agreement or any of the Services or upon the Supplier ceasing to provide any Goods and/or Services or following the termination of the whole or part of this Framework Agreement. Notwithstanding such a belief and on the basis that both Parties have agreed to be responsible for their own employees:

(a) if the TUPE Regulations are found to apply, or a Party reasonably suspects the TUPE Regulations shall apply, in respect of the commencement of this Framework Agreement, any Services, or any Call Off Agreement or upon the Supplier ceasing to perform any or all of its obligations under this Framework Agreement, or any Call Off Agreement or following the termination of the whole or part of this Framework Agreement, the Parties shall meet within a reasonable time of a Party requesting a meeting to negotiate in good faith to find an equitable apportionment of the liability arising as a result of the TUPE Regulations applying; and

(b) either Party may at any time during the Framework Period review the position set out in this Clause 47.3.1 and request that amendments are made to this Framework Agreement to cover each Party's potential liability under the TUPE Regulations if that Party considers that the TUPE Regulations may apply on the commencement of this Framework Agreement, the commencement of any Services or any Call Off Agreement, cessation or termination of this Framework Agreement or any part of it.

SECTION L – MISCELLANEOUS AND GOVERNING LAW

48. { TC "48 COMPLIANCE" \l1 }COMPLIANCE

Compliance with Law

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

48.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 48.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

Equality and Diversity

48.3 The Supplier shall:

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

(a) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

(b) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

48.3.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Health and Safety

48.4 The Supplier shall perform its obligations under this Framework Agreement (including those in relation to the provision of the Goods and Services) in accordance with:

48.4.1 all applicable Law regarding health and safety; and

48.4.2 the Health and Safety Policy whilst at the Authority Premises.

48.5 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Framework Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Official Secrets Act and Finance Act

48.6 The Supplier shall comply with the provisions of:

48.6.1 the Official Secrets Acts 1911 to 1989; and

48.6.2 section 182 of the Finance Act 1989.

49. { TC "49 ASSIGNMENT AND NOVATION" \l1 **}ASSIGNMENT AND NOVATION**

49.1 The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.

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

49.2.1 any Other Contracting Body; or

49.2.2 any Central Government Body or 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 Authority; or

49.2.3 any private sector body which substantially performs the functions of the Authority

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 49.2.

49.3 A change in the legal status of the Authority such that it ceases to be a Contracting Body shall not, subject to Clause 49.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

49.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Body or if a body which is not a Contracting Body succeeds the Authority (both "**Transferee**" in the rest of this Clause) the right of termination of the Authority in Clause 45.3 shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 45.3) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

50. { TC "50 WAIVER AND CUMULATIVE REMEDIES" \l1 **}WAIVER AND CUMULATIVE REMEDIES**

50.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 59 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

50.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

51. { TC "51 RELATIONSHIP OF THE PARTIES" \l1 **}RELATIONSHIP OF THE PARTIES**

51.1 Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

52. { TC "52 FORCE MAJEURE" \l1 **}FORCE MAJEURE**

52.1 Neither Party is liable for any default, delay or failure in the performance of any of its obligations pursuant to this Framework Agreement or a Call Off Agreement to the extent that the same results from a Force Majeure Event and the Party affected by the Force Majeure Event:

52.1.1 could not have prevented the delay or failure by using reasonable precautions;

52.1.2 as soon as reasonably practicable following becoming aware, gives notice of the occurrence of the Force Majeure Event to the other Party; and

52.1.3 uses commercially reasonable efforts to commence performing its obligations as soon as possible or otherwise mitigates the effects of the Force Majeure Event by finding a work around to perform the obligation despite the Force Majeure Event.

52.2 If the Supplier is the Party affected by the Force Majeure Event, it shall not be entitled to claim relief under Clause 52.1 to the extent that the consequences of the relevant Force Majeure Event:

52.2.1 are as a result of a failure or delay by an agent, Sub-Contractor or supplier (save to the extent that such agent, Sub-Contractor or supplier was itself impeded by a Force Majeure Event from complying with a relevant obligation to the Supplier);

52.2.2 should have been foreseen and prevented or avoided by a prudent provider of goods and services similar to the Goods and Services, operating to the standards required by the Framework Agreement and/or Call Off Agreement (as applicable).

52.3 Upon the occurrence of a Force Majeure Event affecting either Party, the Authority will have the right to terminate the affected Call Off Agreement or this Framework Agreement in accordance with Clause 45.7.1(Termination for Force Majeure).

53. { TC "53 PREVENTION OF FRAUD AND BRIBERY" \l1 **}PREVENTION OF FRAUD AND BRIBERY**

53.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:

53.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

53.1.2 been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

53.2 The Supplier shall not during the Framework Period:

53.2.1 commit a Prohibited Act; and/or

53.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

53.3 The Supplier shall during the Framework Period:

53.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

53.3.2 keep appropriate records of its compliance with its obligations under Clause 53.3.1 and make such records available to the Authority on request.

53.3.3 if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 53.3.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Goods and/or Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and

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

53.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 53.1 and/or 53.2, or has reason to believe that it has or any of the Supplier Personnel has:

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

53.4.2 been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

53.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.

53.5 If the Supplier makes a notification to the Authority pursuant to Clause 53.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 27 (Records and Audit).

53.6 If the Supplier breaches this Clause 53 (Prevention of Fraud and Bribery), the Authority may by notice:

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

53.6.2 immediately terminate this Framework Agreement for material Default.

53.7 Any notice served by the Authority under Clause 53.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

54. { TC "54 CONFLICTS OF INTEREST" \l1 }CONFLICTS OF INTEREST

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

54.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Body if such conflict referred to in Clause 54.1 arises or may reasonably been foreseen as arising.

54.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Agreement. The action of the Authority pursuant to this Clause 54 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

55. { TC "55 SEVERANCE" \l1 **}SEVERANCE**

55.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.

55.2 In the event that any deemed deletion under Clause 55.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

55.3 If the Parties are unable to resolve any Dispute arising under this Clause 55 within twenty (20) Working Days of the date of the notice given pursuant to Clause 55.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 55.

56. { TC "56 FURTHER ASSURANCES" \l1 **}FURTHER ASSURANCES**

56.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

57. { TC "57 ENTIRE AGREEMENT" \l1 **}ENTIRE AGREEMENT**

57.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

57.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

57.3 Nothing in this Clause 57 shall exclude any liability in respect of misrepresentations made fraudulently.

58. { TC "58 THIRD PARTY RIGHTS" \l1 **}THIRD PARTY RIGHTS**

58.1 The provisions of:

58.1.1 Clauses **Error! Reference source not found.** (Condition Precedent), 5 (Scope of the ramework Agreement), 6 (Minimum Volumes and Call Off Procedure), 8 (Assistance in Related Procurements), 9 (Representations and Warranties), 20 (Performance), 27 (Records and Audit), 38 (Protection of Personal Data), 43 (Insurance), 48 (Compliance), 58 (Third Party Rights); and

58.1.2 Framework Schedules 2.1 (Requirements), 2.3 (Standards), 2.5 (Insurance), 4.1 (Supplier Solution), 5 (Software), 7.1 (Framework Prices), 9.1 (Call Off Procedure) and 9.4 (Catalogue).

(together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

58.2 Subject to Clause 58.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

58.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as the Authority may determine.

58.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 58.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

58.5 The Authority may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

59. { TC "59 NOTICES" \l1 }NOTICES

59.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 59, an e-mail is accepted as being "in writing".

59.2 Subject to Clause 57.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
E-mail (subject to Clause 59.3)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

59.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 59.2:

59.3.1 any Termination Notice under Clause 45 (Authority Termination Rights), including in respect of partial termination;

59.3.2 any notice in respect of:

(a) Suspension of Supplier's appointment (Clause 46)

(b) Waiver (Clause 50);

(c) Default or default of the Authority; and

59.3.3 any Dispute Notice.

59.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 59.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 59.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the e-mail attaching the notice.

59.5 This Clause 59 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 8.7 (Dispute Resolution Procedure).

59.6 For the purposes of this Clause 59, the address of each Party shall be:

For the Authority:

Address: Clive House, 70 Petty France, London SW1H 9EX

Email: **[REDACTED]**

For the attention of: **[REDACTED]**

For the Supplier:

Address: **Samsung Electronics (UK) Limited, Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS**

Email: N/A

For the attention of: The UK CFO

With a copy sent to: The UK General Counsel

59.7 Either Party may change its address for service by serving a notice in accordance with this Clause 59.

59.8 This Clause 59 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

60. { TC "60 COMPLAINTS HANDLING" \l1 **}COMPLAINTS HANDLING**

60.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Bodies, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.

60.2 Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Agreement), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call Off Agreement, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

60.3 Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to achieve its resolution.

61. { TC "61 DISPUTE RESOLUTION" \l1 **}DISPUTE RESOLUTION**

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

61.2 The Supplier shall continue to provide the Goods and Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.

62. { TC "62 GOVERNING LAW AND JURISDICTION" \l1 **}GOVERNING LAW AND JURISDICTION**

62.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

62.2 Subject to Clause 61 (Dispute Resolution) and Framework Schedule 8.7 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

IN WITNESS of which this Framework Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

EXECUTED AS A DEED, but not delivered until the date specified on this deed, **by Samsung Electronics (UK) Ltd** by a director in the presence of a witness:)

Signature:

Name (block capitals):

Director

Witness signature:

Witness name (block capitals): **[REDACTED]**

Witness address:

SIGNED for and on behalf of the SECRETARY of state for the home department

Signature:

Name (block capitals):

Position:
Date:

Witness signature:

Witness name (block capitals):

Witness address:

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 1.1 (Definitions)

Contents

Definitions 1

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FRAMEWORK SCHEDULE 1.1

Definitions

In accordance with Clause 1 (Definitions and Interpretation), in this Framework Agreement including its recitals the following expressions shall have the following meanings:

"**Acceptance"**	means the process whereby the Customer confirms that the Goods delivered to the Customer are in accordance with the Functional Requirements set out in Schedule 2.1 (Requirements) and / or acceptance criteria set out in the Order Form.
"**Accessories**"	the accessories (which include product warranties) described in Framework Schedule 2.1 (Requirements) made available by the Supplier to the Contracting Bodies pursuant to the Call Off Procedure which shall meet the Authority Requirements
"**Affiliates**"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time
"Ancillary"	a removable item that forms part of a Device, and without which the Device is not able to function in accordance with the requirements described in Framework Schedule 2.1 (Requirements), such as a removable battery.
"**Approval**"	means the prior written consent of the Authority and "**Approve**" and "**Approved**" shall be construed accordingly
"**Audit Report**"	means a report summarising the testing completed and the actions arising following an Audit
"**Audit**"	means an audit carried out pursuant to Clause 27 (Records and Audit)
"**Auditor**"	means the Authority, and/or Other Contracting Body who is a party to a Call Off Agreement, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and/or the representatives of any of them
"**Authority Cause"**	any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is: (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-Contractor or any Supplier Personnel
"**Authority Personal Data**"	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier or any Personal Data supplied for the purposes of or in connection with a Call Off Agreement by the applicable Contracting Body to the Supplier
"**Authority Premises**"	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Goods and/or Services (or any of them)

"**Authority Representative**"	means the representative appointed by the Authority from time to time pursuant to Clauses 26.2 to 26.4 (Representatives)
"**Authority Requirement**"	the requirements of the Authority set out in Framework Schedules 2.1 (Requirements), 2.2 (Key Performance Indicators), 2.3 (Standards), 2.4 (Security), 2.5 (Insurance), 8.2 (Framework Management), 8.3 (Framework Management Information), 8.4 (Marketing) and 8.8 (Collaboration)
"**Authority Responsibilities**"	the responsibilities of the Authority specified in Framework Schedule 3 (Authority Responsibilities)
"**Authority**"	means the Contracting Body stated in the preamble to this Framework Agreement
"**Authority Confidential Information**"	means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Authority, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential
"Beyond Economic Repair"	Any Goods that cannot be repaired for less than 70% of the cost of a replacement shall be deemed beyond economic repair.
"**Branding Guidance**"	means the Authority's guidance on branding as provided by the Authority to the Supplier from time to time
"**Call Off Agreement**"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between a Contracting Body and the Supplier pursuant to Clause 6 (Minimum Volumes and Call Off Procedure) and Framework Schedule 9.1 (Call Off Procedure)
"**Call Off Commencement Date**"	means, in relation to each Call Off Agreement the date specified as the commencement date
"**Call Off Ordering Commencement Date**"	means the date following completion of the Operational Trials, as notified to the Supplier by the Authority, from which the Contracting Bodies shall be able to purchase the Goods and Services made available under this Framework Agreement subject to the Call Off Procedure
"**Call Off Procedure**"	means the process for awarding a Call Off Agreement pursuant to Clause 6 (Minimum Volumes and Call Off Procedure) and Framework Schedule 9.1 (Call Off Procedure)
"**Call Off Terms**"	means the terms and conditions in Framework Schedule 9.3 (Call Off Terms)
"**Catalogue**"	means the Supplier's catalogue of Accessories which shall be made available to Contracting Bodies in accordance with Framework Schedule 9.4 (Catalogue)
"**Central Government Body**"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

	(a) Government Department (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal) (c) Non-Ministerial Department or (d) Executive Agency
"Chairperson"	means the person nominated by the Authority as defined in Schedule 8.1.
"**Change in Law**"	means any change in Law which impacts on the Framework Agreement, on the supply of the Goods and/or Services and performance of Call Off Agreements which comes into force after the Framework Commencement Date
"**Change of Control**"	means a change of control within the meaning of section 450 of the Corporation Tax Act 2010
"**Charges**"	means the charges raised under or in connection with a Call Off Agreement from time to time, which shall be in accordance with the Framework Prices and as set out in the Catalogue
"Collaboration"	has the meaning given in Framework Schedule 8.8;
"**Commercially Sensitive Information**"	means the Supplier's Confidential Information listed in Framework Schedule 4.2 (Commercially Sensitive Information) comprised of commercially sensitive information: (a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and (b) that constitutes a trade secret
"**Comparable Supply**"	means the supply of goods and/or services to another customer of the Supplier that are the same or similar to the Goods and/or Services
"**Complaint**"	means any formal written complaint raised by a Contracting Body in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause 60 (Complaints Handling)
"**Confidential Information**"	means the Authority Confidential Information and/or the Supplier's Confidential Information, as the context requires
"**Contract Year**"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof
"**Contracting Bodies**"	means bodies listed in the OJEU Notice and "**Contracting Body**" shall be construed accordingly
"**Control**"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly

"**Crown Body**"	means any department, office or executive agency of the Crown
"**CRTPA**"	means the Contracts (Rights of Third Parties) Act 1999
"Customer"	The Contracting Body or nominated authorised third-party acting on behalf of the Contracting Body, such as a third-party order fulfilment and reverse logistics organisation.
"**Data Controller**"	shall have the same meaning as set out in the Data Protection Legislation, as amended from time to time
"**Data Processor**"	shall have the same meaning as set out in the Data Protection Legislation, as amended from time to time
"**Data Protection Legislation**" or "**DPA**"	means the Data Protection Act 1998, and all applicable laws and regulations relating to Processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation and with effect from 25 May 2018 the GDPR
"**Data Subject"**	shall have the meaning given to it in the Data Protection Legislation, as amended from time to time
"**Data Subject Access Request**"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data
"**Data Subject**"	shall have the same meaning as set out in the DPA, as amended from time to time
"**Default**"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority
"Delivery Partner"	means Kellogg Brown & Root Limited whose Company Registration Number is 00645125 whose registered address is Hill Park Court, Springfield Drive, Leatherhead, Surrey, KT22 7NL (or a subsequent supplier appointed by the Authority to supply lot 1 of ESMCP as the case may be
"**Device(s)**"	means the devices described in Framework Schedule 2.1 (Requirements) made available by the Supplier to the Contracting Bodies pursuant to the Call Off Procedure which shall meet the Authority Requirements
"**Direct Award**"	means the procedure to be used by the Contracting Bodies as set out in paragraph 2 of Framework Schedule 9.1 (Call Off Procedure) where the Contracting Body wishes to directly award a Call Off Agreement for Goods and/or Services;
"**Dispute Notice**"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute
"**Dispute Resolution Procedure**"	means the dispute resolution procedure set out in Framework Schedule 8.7 (Dispute Resolution Procedure)

"**Dispute**"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the procedure for variations in Clause 28 (Variation) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure
"**Documentation**"	means the documentation described in Framework Schedule 2.1 (Requirements) made available by the Supplier to the Contracting Bodies pursuant to the Call Off Procedure which shall meet the Authority Requirements
"**DOTAS**"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992
"**Due Diligence Information**"	means any information supplied to the Supplier by or on behalf of the Authority prior to the Framework Execution Date
"**Environmental Information Regulations**" or "**EIRs**"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
"**Equivalent Goods and/or Services**"	means goods and/or services which the Supplier can supply which are the same or similar to the Goods and/or Services
"**ESMCP**"	means the emergency services mobile communications programme made up of the services provided by the Supplier and Other ESN Suppliers to the Authority
"**ESN**" or **"Emergency Services Network"**	means the replacement of the radio system used by the police, fire and ambulance services in Great Britain
"ESN Programme Director"	means the programme director appointed from time to time by the Authority for the purpose of ESN
"**Expert**"	as defined in Framework Schedule 8.7 (Dispute Resolution Procedure)
"**Expert Determination**"	As per paragraph 5 of Schedule 9.3
"**Extension Framework Period**"	means such period or periods up to a maximum of 12 Months in total as may be specified by the Authority pursuant to Clause 11 (Duration of the Framework Agreement)
"Fair Wear and Tear"	the expected wear that occurs to Devices, Ancillaries and Accessories during normal operational use in accordance with the Functional Requirements set out in Annex 1, Schedule 2.1 (Requirements).

"**FOIA**"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"**Force Majeure Event**"	means any event which affects the performance by a Party of its obligations under this Framework Agreement or a Call Off Agreement and arises directly from acts of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions, labour disputes (save where such disputes involve personnel of the non-performing Party) and any other events beyond the reasonable control of the non-performing Party
"**Framework Agreement**"	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same
"**Framework Commencement Date**"	means date of signature of this Framework Agreement
"**Framework Execution Date**"	means the date of execution of this Framework Agreement
"**Framework Period**"	means the Initial Framework Term and, if the Authority elects to extend the Initial Framework Term in accordance with Clause 11.2, at the Extension Framework Period.
"**Framework Prices**"	means the framework prices for the Goods and Services set out in Framework Schedule 7.1 (Framework Prices)
"**Framework Schedule**"	means a schedule to this Framework Agreement
"**Fraud**"	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery
"**Further Competition Procedure**"	means the procedure to be used by the Contracting Bodies as set out in paragraph 3 of Framework Schedule 9.1 (Call Off Procedure) where the Contracting Body wishes to request Supplier(s) to develop proposals for its Goods and/or Service Requirements or needs to amend the Call Off Agreement terms;
"**GDPR**"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016
"**General Anti-Abuse Rule**"	means the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions
"**General Change in Law**"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply

"**Good Industry Practice**"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector
"**Goods**"	means the Devices and Ancillaries, Trial Devices and Accessories and any other goods the Supplier makes available to the Contracting Bodies under this Framework Agreement
"**Government**"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
"**Halifax Abuse Principle**"	means the principle explained in the CJEU Case C-255/02 Halifax and others
"**Health and Safety Policy**"	means the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Framework Execution Date and as subsequently provided to the Supplier from time to time except that any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety
"**Impact Assessment**"	means an assessment of a Variation request in accordance with Clause 28.1.2 (Variation Procedure)
"**Improvement Notice**"	means the notice issued by the Authority to the Supplier pursuant to Clause 44 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Goods and/or Services
"**Improvement Plan**"	means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 44 (Authority Remedies)
"**Information**"	has the meaning given under section 84 of FOIA
"**Initial Framework Term**"	means the period from the **Call Off Ordering Commencement Date** until the end of the period thirty six (36) Months

"**Intellectual Property Rights**" or "**IPR**"	means: (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction and (c) all other rights having equivalent or similar effect in any country or jurisdiction
"**Invitation to Tender**" or "**ITT**"	has the meaning given to it in Recital B to this Framework Agreement
"**IPR Claim**"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Framework Agreement
"**Key Performance Indicators**" or "**KPIs**"	means the performance measurements and targets set out in Framework Schedule 2.2 (Key Performance Indicators)
"**Key Personnel**"	means those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Framework Schedule 4.3 (Key Personnel) against each Key Role as at the Framework Execution Date or as amended from time to time in accordance with Clause 32 (Supplier Personnel)
"**Key Roles**"	means a role described as a Key Role in Framework Schedule 4.3 (Key Personnel) and any additional roles added from with to time in accordance with Clause 32 (Supplier Personnel)
"**Key Sub-Contractors**"	means any Sub-Contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services
"**Key Sub-Contract**"	means each Sub-Contract with a Key Sub-Contractor
"**Know-How**"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date
"**KPI Target**"	means the acceptable performance level for a KPI as set out in relation to each KPI

"**Law**"	means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply
"**Legacy Goods and/or Services**"	means goods and/or services similar to the New Goods and/or Services and/or goods and/or services which interface with or are intended to interface with or be replaced by the New Goods and/or Services
"**Licensed Software**"	means all and any Software made available to the Authority, Other Contracting Bodies and/or Other ESN Suppliers for the purposes of providing the Goods and/or Services or pursuant to this Framework Agreement and/or any Call Off Agreement
"**Losses**"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation on otherwise and "**Loss**" shall be interpreted accordingly
"**Management Information**" or "**MI**"	means the management information specified in Framework Schedule 8.3 (Framework Management Information)
"Measurement Period"	The monthly, quarterly and annual reporting periods during which service level targets and key performance requirements are measured.
"**MI Failure**"	means when an MI Report: (a) contains any material errors or material omissions or a missing mandatory field or (b) is submitted using an incorrect MI Reporting Template or (c) is not submitted by the Reporting Date (including where a Nil Return should have been filed)
"**MI Report**"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 8.3 (Framework Management Information)
"**MI Reporting Template**"	means the form of report set out in the annex to Framework Schedule 8.3 (Framework Management Information) setting out the information the Supplier is required to supply to the Authority
"**Month**"	means a calendar month and "**Monthly**" shall be interpreted accordingly
"MS Partner" or **"MS Supplier"**	means EE Limited, a company registered in England and Wales with company number 02382161 whose registered office is at Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW (or a subsequent supplier appointed by the Authority to supply lot 3 of the ESMCP as the case may be

"Multi-Partner Dispute Resolution Board" or **"MPDR Board"**	means a board convened to resolve multi-party disputes that arise under this Framework Agreement which affect the wider ESMCP and Other ESN Suppliers pursuant to the provisions of Framework Schedule 8.7 (Dispute Resolution Procedure)
"**New Goods and/or Services**"	means goods and/or services which the Authority and/or a Contracting Body (as applicable) wishes to procure from a third party which are the same or similar to the Goods and/or Services
"**Nil Return**"	has the meaning given to it in paragraph 3.3 of Framework Schedule 8.3 (Framework Management Information)
"No Fault Found"	An instance where a Warranty Incident is raised by the Customer, but following investigation diagnosis and testing the Goods are found to be serviceable.
"**Occasion of Tax Non-Compliance**"	means where: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction and/or (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a penalty for civil fraud or evasion
"**OJEU Notice**"	has the meaning given to it in Recital A to this Framework Agreement
"**Open Source**"	means that the relevant software's source code is freely available to the public. Open source software is typically free to download and use and does not include technical support
"Operating Level Agreement" or **"OLA"**	means the rights and obligations as detailed in Framework Schedule 8.8 (Operating Level Agreement); and
"Operational Trials"	means tests being carried out by the Authority using the LTE Mobile Handheld Devices and Accessories purchased through this Framework and supplied by the Supplier in a live operational environment.
"**Operational Trial Devices**"	means the Devices supplied to the Authority by the Supplier that will used by the Authority for its Operational Trials

"**Order**"	means an order for the provision of the Goods and Services placed by the Authority or a Contracting Body (as applicable) with the Supplier under a Call Off Agreement, including any Orders placed in respect of the Catalogue
"**Order Form**"	means the template order form set out in Framework Schedule 9.2 (Order Form) and in respect of the purchase of any Accessories the template order form set out in Framework Schedule 9.4 (Catalogue) annex 1 (Catalogue Order Form)
"**Order Fulfilment Services**"	means the order fulfilment services described in Framework Schedule 2.1 (Requirements) made available by the Supplier to the Contracting Bodies pursuant to the Call Off Procedure which shall meet the Authority Requirements
"Other Catalogue Item(s)"	means additional items defined in Schedule 2.1 (Requirements) that can be optionally purchased by the Contracting Body via the Catalogue in accordance with the requirements of Schedule 9.4 (Catalogue), such as extended opening hours for the Incident, Repairs And Returns Service or Extended Warranty Periods associated with Devices, Ancillaries or Accessories.
"**Other Contracting Bodies**"	means all Contracting Bodies except the Authority and "**Other Contracting Body**" shall be construed accordingly
"**Other ESN Supplier**"	means a third party with whom the Authority enters into an agreement (or proposed agreement) for the provision of facilities, goods, services or other supply related to the ESMCP (including any replacement supplier), including third party suppliers who are appointed to provide service management services to manage the services and supply under this Framework Agreement on behalf of Contracting Bodies, Other Contracting Bodies and the Authority.
"**Party**"	means the Authority or the Supplier and "**Parties**" shall mean both of them
"**Personal Data**"	shall have the meaning given to it in the Data Protection Legislation, as amended from time to time
"**Processing**"	has the meaning given to "processing" under the Data Protection Legislation but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and "**Process**" and "**Processed**" shall be interpreted accordingly
"**Prohibited Act**"	means: (a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Body and/or the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity or (ii) reward that person for improper performance of a relevant function or activity or (b) committing any offence: (i) under the Bribery Act 2010 or

	(ii) under legislation creating offences concerning Fraud or
	(iii) at common law concerning Fraud or
	(iv) committing (or attempting or conspiring to commit) Fraud
"**Purchase to Pay**" or "**P2P**"	means electronic system used to host a catalogue that allows for the full procurement process, from ordering through to invoice. The "official" definition of Purchase to Pay according to the Chartered Institute of Purchasing and Supply: "A seamless process enabled by technology designed to speed up the process from point of order to payment." For more information on MOD's P2P system see: www.d2btrade.com
"**Regulations**"	means the Public Contracts Regulations 2015 (as amended) and/or the Public Contracts (Scotland) Regulations 2015 (as amended) (as the context requires) as amended from time to time
"**Relevant Person**"	means any employee, agent, servant, or representative of the Authority (including any Other ESN Supplier), or of any Other Contracting Body or other public body
"**Relevant Requirements**"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010
"**Relevant Supplier**"	means a third party bidding to provide New Goods and/or Services
"**Relevant Tax Authority**"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is required to submit a tax return
"**Replacement Goods and/or Services**"	means any goods and/or services which are substantially similar to any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement
"**Reporting Date**"	means the 7th of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties
"Required Behaviours"	has the meaning given to it in Framework Schedule 8.8 (Operating Level Agreement)
"**Requests for Information**"	means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs
"**Restricted Countries**"	shall have the meaning given to it in Clause 38.3 (Protection of Personal Data)
"**Single Supplier Services Meeting**"	shall have the meaning as defined in Annex 1 of Framework Schedule 8.1.
"**Security Requirements**"	the security requirements set out in Framework Schedules 2.1 (Requirements) and 2.3 (Standards)

"**Selection Questionnaire**" or "**SQ**"	means the selection questionnaire pursuant to which the Supplier was selected as the supplier for this Framework Agreement
"**Self Audit Certificate**"	means the certificate in the form as set out in Framework Schedules 8.5 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause 27 (Records and Audit)
"**Services**"	means the Warranty Services, Hardware and Software Support Services and Order Fulfilment Services
Service Desk Days / Service Desk Hours	a day and time when the Supplier is providing the Incident, Repairs and Returns Service as defined in Annex 4, Schedule 2.1 (Requirements), and subject to any optional Catalogue services.
"**Software**"	means all software (including database software, linking instructions, compilation instructions) including all modification and/or enhancements of the same
"**Software Support Service**"	means the software support services described in Framework Schedule 2.1 (Requirements) made available by the Supplier to the Contracting Bodies pursuant to the Call Off Procedure which shall meet the Authority Requirements
"**Special Requirements**"	means any special requirements set out in a Call Off Agreement between that Contracting Body and the Supplier
"**Specific Change in Law**"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply
"**Standards**"	means: (a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (b) any standards detailed in the specification in Framework Schedule 2.3 (Standards) (c) any standards detailed by the Contracting Body in the Call Off Agreement or agreed between the Parties from time to time (d) any relevant Government codes of practice and guidance applicable from time to time
"**Statement of Requirements**" or "**Goods and/or Services Requirements**"	means a statement issued by the Contracting Body detailing its Goods and/or Services requirements issued in accordance with the Call Off Procedure

"**Sub-Contract**"	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services (or any part thereof) or to provide facilities or services necessary for the provision of the Goods and/or Services (or any part thereof) or necessary for the management, direction or control of the provision of the Goods and/or Services or any part thereof
"**Sub-Contractor**"	means the third party from the list of sub-contractors in Framework Schedule 4.4 (Sub-Contractors) or any third party engaged by the Supplier from time to time under a Sub-Contract permitted pursuant to this Framework Agreement
"**Supplier Action Plan**"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance
"Supplier Review Meeting"	means the monthly performance review meetings that will take place at the Authority's premises throughout the Framework Period as defined in Framework Schedule 8.2.
"**Supplier Framework Manager**"	has the meaning set out in Framework Schedule 8.2.
"**Supplier IPR(s)**"	means all IPRs (whether proprietary to the Supplier or not) used by the Supplier for designing, implementing and/or providing the Goods and/or Services and complying with its obligations under this Framework Agreement
"**Supplier Personnel**"	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Agreements
"Supplier's Programme Director"	means the individual appointed by the Supplier who is accountable, and act as an escalation point, for issues related to the Supplier's rights and obligations contained in Framework Schedule 8.8 (Operating Level Agreement) and identified in Framework Schedule 4.3 (Key Personnel);
"**Supplier Representative**"	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement
"**Supplier's Roadmap**"	means the product lifecycle information relating to the Goods provided by the Supplier and included and set out in the Supplier Solution which details the future releases and new versions of the Software, Devices and related Accessories which are to be made available during the Initial Framework Period and Extension Framework Period by the Supplier
"**Supplier Solution**"	means the Supplier's solution to provide the Goods and Services set out in Framework Schedule 4.1 (Supplier Solution)
"**Supplier**"	means the person, firm or company stated in the preamble to this Framework Agreement

"**Supplier's Confidential Information**"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential
"**Tender**"	has the meaning given to it in Recital C to this Framework Agreement
"**Termination Notice**"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Agreement on a specified date and setting out the grounds for termination
"**Termination Payment**"	means the payment determined in accordance with Framework Schedule 7.2 (Payments on Termination)
"**TUPE Regulations**"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50 EEC and consolidated in Council Directive 2001/23/EEC) into English law
"US Partner" or **"US Supplier"**	means Motorola Solutions UK Limited, a company registered in England and Wales with company number 00912182 whose registered office is at Jays Close, Viables Industrial Estate, Basingstoke, Hampshire RG22 4PD (or a subsequent supplier appointed by the Authority to supply lot 2 of the ESMCP as the case may be);
"**Variation Form**"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 8.6 (Variation Form)
"**Variation Procedure**"	means the procedure for carrying out a Variation as set out in Clause 28 (Variation)
"**Variation**"	has the meaning given to it in Clause 28 (Variation)
"**VAT**"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"**Warranty Services**"	means the warranty services described in Framework Schedule 2.1 (Requirements) made available by the Supplier to the Contracting Bodies pursuant to the Call Off Procedure which shall meet the Authority Requirements
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales.
"Working Hours"	means 09:00 to 17:30 local time on a Working Day

Technical Glossary of Acronyms (schedule 2.1)

3GPP	3rd Generation Partnership Project
3ES	Three Emergency Services (Police, Fire and Ambulance)
A2DP	Advanced Audio Distribution Profile
ACDB (app layer)	Audio Calibration Database
AGPS	Assisted GPS
ARP	Allocation and retention priority
AOSP	Android Open Source Project
ATT	Attribute Protocol
BNEP	Bluetooth Network Encapsulation Protocol
CS	Circuit Switched
CSFB	Circuit Switched Fallback
CEMFAW	The Control of Electromagnetic Fields at Work
DMO	Direct Mode Operation
DUN	Dial Up Networking
ES	Emergency Services (Police, Fire and Ambulance)
EEI	External Equipment Interface
EOL	End of Life
ESN	Emergency Services Network
FDD	Frequency Division Duplex
TDD	Time division duplex
GAP	Generic Access Protocol
GATT	Generic Attribute Protocol
GitLab	The portal supplied by the US Supplier to share ESN interface documentation with device suppliers.
GPS	Global Positioning System
GPRS	General Packet Radio Services
HDMI	High Definition Multimedia Interface
HFP	Hands Free Protocol
HID	Host Interface Display

HSP	Headset Profile
ICNIRP	International Commission on Non-Ionising Radiation Protection
KPI	Key Performance Indicator
IMEI	International Mobile Equipment Identity
IMS	IP Multimedia System
IMSI	International Mobile Subscriber Identity
LAN	Local Area Network
LTE	Long Term Evolution
MAP	Mobile Access Platform
MDM	Mobile Device Management
MHL	Mobile High Definition Link
MIMO	Multiple Input Multiple Output
MS Supplier	Mobile Services Supplier - EE Ltd (Lot3 Supplier)
MSISDN	Mobile Station International Subscriber Directory Number
NATS	The Network Approval Testing Service (NATS) is a certification regime which allows Providers to achieve certification for use on the ESN and is supplied by the US Supplier.
NFC	Near Field Communications
OEM	Original Equipment Manufacturer
OS	Operating System
OTA	Over the Air
PAN	Personal Area Network
PBAP	Phone Book Access Profile
PCM	Pulse Code Modulation
PDP	Packet Data Protocol
PPE	Personal Protective Equipment
PSCS	Public Safety Communication Services. Core enablers that run as services within the Handheld Device, providing functionality and enhanced user experience to the core applications. Provided by the US Supplier.
PTT	Push to Talk
ProSe	Proximity Services

QCI	QoS Class Identifier
QOS	Quality of Service
RAT	Radio Access Technology
RAID	Risk Assumptions Issues and Dependencies
RNLI	Royal National Lifeboat Institution
ROHC	Robust Header Compression
ROHS	Restriction of Hazardous Substances
RSAP	Remote SIM Access Protocol
RSM	Remote Speaker Microphone
SDS	Short Data Service
SAP	SIM Access Protocol
SIM	Subscriber identity module
SMS	Short Message Service
SPP	Serial Port profile
SRVCC	Single Radio Voice Call Continuity
SSID	Service Set Identifier
SyncML	Synchronized Markup Language
TEI	Tetra Equipment Identity
TETRA	Terrestrial Trunked Radio
TERS	Tetra Equipment Requirements Specification
UDDS	User Device Detailed Specification - The document produced by the US Supplier with the Authority to specify the minimum set of technical requirements that devices need to support in order to operate the PSCS applications/clients provided by the US supplier with required performance levels and user experience.
UDTAS	User_Device_Type_Approval_Specification provided by the MS Supplier, EE Ltd. This allows a device supplier to build a device to meet with the requirements of the network.
UL	Underwriters Laboratory
UO	User Organisation i.e. one of the three Emergency Services involved in the Programme (Fire & Rescue Service, Police Force, Ambulance Trust)
USB	Universal Serial Bus
US Supplier	User Services Supplier – Motorola Solutions Ltd (Lot2 Supplier)

VoLTE	Voice over LTE
WPA–PSK	WiFi Protected Access-Pre-Shared Key
WB-AMR	Wide Band Adaptive Multi Rate
WEEE	Waste Electrical and Electronic Equipment

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 2.1 (Requirements)

TECHNICAL REQUIREMENTS

1. INTRODUCTION

1.1 The Supplier's Solution as defined in Framework Schedule 4.1 (Supplier Solution) must deliver the requirements outlined in this Framework Schedule 2.1 (Requirements), comprising:

1.1.1 **Devices** and **Trials Devices** are set out in Annex 1;

1.1.2 **Accessories** are set out in Annex 2;

1.1.3 **Device Performance Indicators** are set out in Annex 3

1.1.4 **Documents** are set out in Annex 4;

1.1.5 **Warranty Services** are set out in Annex 5;

1.1.6 **Hardware & Software Support Services** are set out in Annex 6

1.1.7 **Method Statement B1 Service Management**

1.1.8 **Method Statement B2 Supply Management**

1.1.9 **Method Statement B3 Performance Management**

1.1.10 **Method Statement B4 Security Management**

ANNEX 1 ESN DEVICES AND TRIALS DEVICES

Introduction

Operational Context for Device and User Requirements

ESN handheld devices will be used by front-line emergency services personnel. These users frequently operate in a range of hostile environments, which place requirements on devices for ruggedisation and usability which are not encountered for consumer devices. Some specific examples of these requirements are as follows:

- High levels of ruggedisation (ingress protection and resistance to physical damage).
- The ability to use the devices while wearing gloves.
- An increased number of physical controls on the device, to allow critical communications functions to be accessed rapidly. To enhance usability, ESN devices may be used in conjunction with accessories such as remote speaker microphones / control units.
- Extended battery life, to allow high levels of device usage over a lengthy shift.
- The desirability to "hot swap" batteries, to minimise the need to take the device out of service.
- Optimisation of the device operating system to run the Public Safety.
- Communication Services software with high levels of performance.
- The ability to operate in LTE TDD bands (as well as common FDD bands), to allow the device to be used in conjunction with vehicle-based gateways which are used to extend handheld network coverage.

The requirements contained within this Schedule, are formed on the basis of these operational requirements.

Ref.	Requirement	Compliance
ESN DEVICES AND TRIALS DEVICES		
HH-INT-001	The Authority is to provide an integrated critical voice and broadband data communications service for the three Emergency Services (3ES) and other User Organisations that meets the public safety requirements for coverage, functionality, availability and security. The service will be built on a commercial LTE network and will be configured to give the 3ES priority over consumers. This new service called the Emergency Service Network (ESN) will be a route to operational excellence for the 3ES and other User Organisations. The existing TETRA solution from Airwave will be de-commissioned. Additional information on the Programme and the main ESN procurement can be found at https://www.gov.uk/government/publications/the-emergency-services-mobile-communications-programme	INFO
HH-INT-009	The User Organisations requiring Handheld Devices include: a) Police b) Fire c) Ambulance d) Other non-Home Office Police services e) Other organisations that currently utilise TETRA – e.g. Mountain Rescue, RNLI etc	INFO

HH-INT-012	The establishment of this Framework Agreement is for the supply of up to 1,500 ESN Handheld Devices for trials, the supply of up to 250,000 ESN Handheld Devices and the supply of associated Accessories during the term of the Framework Agreement.	INFO

Overview of the Device Technical Specification and Testing

While ESN is based on a standard 4G network, devices using ESN must meet specific requirements in terms of the 3GPP standards supported (in particular, support for 3GPP R12 QCIs). In addition, the apps which provide the Public Safety Communication Services impose specific requirements on the device to provide the necessary capabilities and performance, and protect the security and integrity of ESN.

These technical requirements are set out in specifications developed by the ESN Mobile Services Supplier (EE) and the User Service Supplier (Motorola). To verify that these specifications have been met, devices must be submitted for, and successfully pass, approval testing regimes operated by EE and Motorola. It is the responsibility of the Supplier to submit their devices for testing, including payment of testing charges. Regression testing will be required for device software updates.

All relevant documentation is provided as part of the information in the data room for the device procurement.

Ref.	**Requirement**	**Compliance**
STANDARDS		
HH-FUN-001	The ESN Handheld Device & Accessories must conform to WEEE Directives (European Community directive 2012/19/EU) for the disposal of waste electrical and electronics equipment.	MUST
HH-FUN-001a	The ESN Handheld Device must conform to RoHS Directive 2002/95/EC.	MUST
TECHNOLOGY REQUIREMENTS		
HH-FUN-002	The ESN Handheld Device must meet all the requirements of the User Device Type Approval Specification, *EE000291_PROD_EEESNUserDeviceTypeApprovalSpecification_IFA_APP 02.00* as specified and agreed with the Mobile Services (MS) supplier to operate on the network provided by MS supplier.	MUST
HH-FUN-003	The ESN Handheld Device must meet all the requirements detailed in the Mobile Radio Interface ICD, *EE000269_PROD_EEESNMobileNetworkRadioInterface_IFA_xxx_06A* as provided by the Mobile Services (MS) supplier Note: The stated requirements for VoWiFi support in the ICD are optional	MUST
HH-FUN-004	The ESN Handheld Device must meet all the requirements of User Device Detailed Specification (UDDS),	MUST

	MOT000216_PROD_UserDevicesDetailedSpecification_IFA_XXX_06A as specified and agreed with the User Services (US) supplier to operate on ESN.	
HH-FUN-005	The ESN Handheld Device must have achieved AirWatch device certification before it is submitted for NATS as described in the ESN VMware Airwatch Process, *DOC0011419 ESN VMware AirWatch Process – O* as specified and agreed with the User Services (US) supplier.	MUST
HH-FUN-005a	The ESN Handheld Device must allow the AirWatch MDM to remove and permanently erase all data stored on the device as well as SD card.	MUST
HH-FUN-005b	The ESN Handheld Device Accessory Suppliers should refer to the External Equipment Interface ICD *MOT000241_PROD_ExternalEquipmentIInterfaceICD_IFA_XXX_5A* for information on connecting an Accessory to a handheld device as specified and agreed with the User Services (US) supplier.	INFO
HH-FUN-006	The ESN Handheld Device must achieve ESN Device Approval through the NATS process as described in The Network Approval Testing Process, *MOT000181_PROD_NetworkApprovalTestingProcess_Provider_Version_O* as specified and agreed by the User Services (US) supplier.	MUST
HH-FUN-006a	The ESN Handheld Device must achieve device certification through the User Device Type Approval Service (UDTAS) *EE000292_PROD_EEESNUserDeviceTypeApprovalService_IFA_02.00* as specified and agreed with the Mobile Services (MS) supplier.	MUST
HH-FUN-006b	The ESN Handheld Device must be capable of receiving firmware updates over the air pushed from MDM only. The ESN Handheld device should not receive firmware updates directly from any OEM OTA service.	MUST
HH-FUN-006c	The ESN Handheld Device Accessory Suppliers should refer to the User Device Supplier ICD *MOT000231_PROD_UserDeviceSupplierICD_FIO_INF_04I* For details on delivery of device information for provision as specified and agreed with the User Services (US) supplier.	INFO
HH-FUN-006d	The Handheld Device should support VoWiFi.	SHOULD
HH-FUN-006e	The ESN Handheld Device must support an ESN build of firmware when delivered to the nominated delivery address that must include: i) A NATS approved version of Android OS; ii) An Airwatch verified MDM agent for ESN; iii) ESN Root certificates; and iv) other MDM configuration files as appropriate. Certificates and MDM configuration files must be supplied by the Authority prior to commencement of manufacturing.	MUST

HH-FUN-008	The Handheld Device must support LTE TDD bands 39 & 40.	MUST
HH-FUN-009	The Handheld device must support 2G & 3G voice and data services.	MUST
HH-FUN-009a	The ESN Handheld Device must support assisted GPS and GLONASS satellite navigation positioning systems.	MUST
HH-FUN-009b	The ESN Handheld Device should support the Galileo satellite navigation positioning system.	SHOULD
DISPLAY & TOUCHSCREEN		
HH-FUN-007	The ESN Handheld Device display screen must be scratch and shatter resistant to the quality of Gorilla Glass™ 3 performance or equivalent or better.	MUST
HH-FUN-007a	The ESN Handheld Device display screen should be scratch and shatter resistant to the quality of Gorilla Glass™ 5 performance or equivalent or better.	SHOULD
HH-FUN-007b	The ESN Handheld Device display size must be a minimum size of 3.2” *Note: Where the screen size offered is less than 4.3”, the Supplier is to provide evidence that the US Supplier PSCS client is usable with the smaller screen.*	MUST
HH-FUN-010	The ESN Handheld Device display screen must be readable in lighting conditions ranging from direct bright sunlight to complete darkness, and must be able automatically adjust the screen brightness to suit ambient conditions and conserve battery life.	MUST
HH-FUN-010a	The ESN Handheld Device display brightness must be able to be set manually.	MUST
HH-FUN-010b	The ESN Handheld Device screen must support screen rotation to work at 0,90,180 and 270 degrees.	MUST
HH-FUN-010c	The ESN Handheld Device screen must be full readable at angles up to +/- 50 degrees	MUST
HH-FUN-011	The ESN Handheld Device touchscreen must be able to be operated by a user wearing the Clinical gloves.	MUST
HH-FUN-012	The ESN Handheld Device touchscreen must be able to be operable in wet climatic conditions	MUST
HH-FUN-012a	The ESN Handheld Device touchscreen must be operable when a screen protector or clear plastic case is installed.	MUST
HH-FUN-012b	The ESN Handheld Device must provide Accessibility options such as: - a) High Contrast b) Large Text c) Colour Inversion, d) to support people with impaired vision or colour blindness.	MUST
HH-FUN-012c	The ESN Handheld Device screen should be able to be operated by a capacitive stylus as supplied by the Supplier.	SHOULD
HH-FUN-012d	The ESN Handheld Device must provide a tri-colour LED for notification purposes	MUST
FORM FACTOR		

HH-FUN-011a	The ESN Handheld Device physical buttons must be able to be operated by a user wearing the following gloves, for example for PTT, Emergency, RTS, Volume and channel change: a) Clinical gloves b) Fireground gloves c) Technical rescue gloves d) Marauding gloves e) Thermal gloves f) PPE gloves g) Debris gloves	MUST
HH-FUN-013	The ESN Handheld Device must be capable of being worn on the body (lapel or belt mount) or carried in a pocket or body armour.	MUST
HH-FUN-013a	The Supplier must provide a means to attach the ESN Handheld Device or Remote Speaker Mic, to uniforms via a range of methods of attachments that are compatible with the current systems in use at the time of procurement, including but not limited to, Klickfast system; either directly or via a case.	MUST
HH-FUN-013b	The Supplier must allow for easy (single handed) and rapid (3 seconds) removal of the User Device from its location by the User from its attachment to the uniform or from the carrying capability	MUST
HH-FUN-013c	The Supplier must inhibit unauthorised and / or accidental removal of the User Device from the uniform or carrying capability.	MUST
HH-FUN-014	The ESN Handheld Device must be capable of single handed operation of the PTT and emergency button.	MUST
HH-FUN-015	The ESN Handheld Device must have a dedicated physical PTT button located on the left-hand side of the device, logically positioned so that it can easily be located and felt through a gloved hand and provide a positive sensation when pressed.	MUST
HH-FUN-015a	The ESN Handheld Device PTT via the PTT button must be able to be operated when the device is locked or unlocked	MUST
HH-FUN-015b	The Supplier must ensure that whilst pressing the PTT button, no other buttons can easily be accidently pressed on the opposite side of the ESN Handheld Device	MUST
HH-FUN-016	The ESN Handheld Device must have an orange coloured dedicated physical emergency button located on top of the device, logically positioned so that it can easily be located and felt through a gloved hand and provide a positive sensation when pressed.	MUST
HH-FUN-016a	The ESN Handheld Device emergency button must be able to be operated when the device is locked	MUST
HH-FUN-017	The ESN Handheld Device must have at least two additional physical buttons (in addition to the PTT, volume and power and Emergency buttons) which can be assigned to other functions (for example, to send a pre-defined message, request to speak or take a picture). The Supplier must provide an application to configure the button. In order to standardise these events the button intents should be of the form:	MUST

	com.esmcp.intent.action.hw_button_1.press com.esmcp.intent.action.hw_button_1.release com.esmcp.intent.action.hw_button_2.press com.esmcp.intent.action.hw_button_2.release com.esmcp.intent.action.hw_button_x.press com.esmcp.intent.action.hw_button_x.release *Note: This could be provisioned via an accessory e.g. a sled/case, however the solution must be one unitary item.*	
HH-FUN-017a	The ESN Handheld Device must have physical buttons to adjust the audio level that can be operated with a gloved hand.	MUST
HH-FUN-017b	The ESN Handheld Device power button must be prevented from accidental operation and require a long press of 3 seconds for activation.	MUST
HH-FUN-017c	The ESN Handheld Device must provide an attachment point to allow the device to be attached via a cord for operational security of maintaining it about the operator's person. *Note: This may be possible to achieve via a case.*	MUST
HH-FUN-017d	The ESN Handheld Device must provide a physical button to lock the device. This does not need to be a dedicated button and may for example use the power button.	MUST
HH-FUN-017e	The ESN Handheld Device must weigh less than 380g including a high capacity battery	MUST
HH-FUN-017f	The ESN Handheld Device must allow the talkgroup to be changed using buttons. Where the buttons are also used for other functions, there must be a clear distinction between the different modes of use of the buttons, to ensure the required functionality is activated	MUST
HH-FUN-017g	The ESN Handheld Device should be able to be securely attached to a fixed object using a Kensington™ lock or similar device to avoid theft.	SHOULD
HH-FUN-017h	The Supplier must ensure that the dedicated buttons can flexibility assigned to functions provided by the PSCI (for example, to send a pre-defined short message) or to other functions (for example to take a picture). The function of the buttons must be able to be configured during the post delivery device configuration and setup phase, and in live operation by Airwatch. The Supplier must provide any additional tools needed to support management of the configuration via Airwatch (for example to create any configuration file(s) necessary). Any local capability on the device to modify configuration settings must be protected from access by users. Standard definitions of names for the button events will be provided by the Authority as part of the UDDS.	MUST
HH-FUN-017i	The Supplier must ensure that if the Emergency button is pressed whilst the device is in airplane mode that airplane mode will be deactivate.	MUST
CAMERAS		

HH-FUN-018	The ESN Handheld Device must have a rear facing camera with at least 8MP.	MUST
HH-FUN-019	The ESN Handheld Device must have a forward-facing camera with at least 2MP	MUST
HH-FUN-020	The ESN Handheld Device rear camera must have an LED flash.	MUST
HH-FUN-021	The ESN Handheld Device must be able to record HD Video from either camera and playback HD video at a resolution of at least 720p @ 25fps.	MUST
BATTERIES AND CHARGING		
HH-FUN-023	The ESN Handheld Device should be able to be charged via a USB port.	SHOULD
HH-FUN-023a	The ESN Handheld Device should be able to be charged wirelessly.	SHOULD
HH-FUN-023b	The ESN Handheld Device must remain fully functional whilst charging.	MUST
HH-FUN-024	Subject to the following usage parameters, the ESN Handheld Device battery must have a battery life of at least 12 hours between recharging: a) 100% Bluetooth connection active (1 paired audio device); b) PTT Transit: 15%; c) PTT Receive: 15%; d) PTT idle: 70%; e) Screen on (full brightness): 10% of time; f) Battery consumption of miscellaneous applications or device use as tethering access point over 12 hours: 2000 mA allowance (screen off). g) GPS active for 4 hours Assumes: • Screen does not light up during PTT; • Device is in reasonable coverage (better than minus 90dBm); • Radio being active to idle timer: 45 seconds; and • Audio power output 0.5W from the device (mid – high volume) during receive.	MUST
HH-FUN-024a	The ESN Handheld Device should have a battery life of at least 15 hours using the parameters specified in HH-FUN-024	SHOULD
HH-FUN-026	The ESN Handheld Device battery must comply with United Nations (UN) Transport Regulations UN38.3.	MUST
HH-FUN-027	The ESN Handheld Device battery must comply with IEC 62133 Standard for Lithium Batteries (Cells)	MUST
HH-FUN-029	The ESN Handheld Device battery, chargers and ancillaries must comply with: IEC/EN 60950-1: Information Technology Equipment – Safety – Part 1: General Requirements.	MUST
HH-FUN-031	'The Supplier must ensure that ESN Handheld Device batteries have minimum of 80% of the initial capacity after 500 cycles (from 15% charge to 100% charge) of charging or for a period of two years when randomly charged throughout the day.	MUST
HH-FUN-032	The ESN Handheld Device must have a securely fixed but removable battery that can be removed and replaced	MUST

	by a User: a) Without the use of special tools or skills; b) With a robust battery retention mechanism that facilitates daily removal over the lifetime of the Device without detriment to the Device or battery structure, for example by a thumb screw; and c) If the ESN Device is dropped from <120cm it must be robust such that the battery remains in situ and is still fully functioning.	
HH-FUN-032a	The ESN Handheld Device must provide a configurable physical and audio indication when the battery level falls below 20%.	MUST
HH-FUN-032b	The ESN Handheld Device must provide a visual indication of the battery charge level.	MUST
HH-FUN-033	The ESN Handheld Device must incorporate charging pins for charging in a charging cradle, which are sufficiently robust to permit daily insertion into the cradle over the life of the device and not present a safety hazard if shorted	MUST
HH-FUN-034	The ESN Handheld Device battery supplied with the device must be able to be 95% charged from a fully discharged state within 3 hours when connected to wired charger.	MUST
HH-FUN-036a	The ESN Handheld Device should support battery hot swap operation with the device maintaining all operational states if the battery is changed with 15 seconds	SHOULD
AUDIO		
HH-FUN-037	The ESN Handheld Device must incorporate multiple microphones for the purposes of noise cancellation such that when a user is operating in a noisy environment e.g. average street noise at 75dBA, the voice message is intelligible and can be clearly understood when worn on the shoulder or held in the hand up to 15cms away from the speaker's mouth.	MUST
HH-FUN-038	The ESN Handheld Device must be capable of producing an audio output of 95dBA at 0.25m.	MUST
HH-FUN-038a	The ESN Handheld Device must have a loudspeaker function which allows a group of individuals to participate in a voice communication via the device (both listening and talking) from distances between 10cm and at least 1.5m from the device within an office environment.	MUST
HH-FUN-039	The ESN Handheld Device & Accessories must protect Users from exposure to sudden high volume bursts of device generated audio and provide warnings when selected output levels could make the Users dosage, so as to comply with the "The Control of Noise at Work Regulations 2005" (especially "Exposure limit values and action values" under chapter 4).or equivalent or statutory provisions that supersedes this. *Note: Methodology used for testing results will be required along with test certificates to be provided as evidence of compliance.*	MUST
HH-FUN-040	The ESN Handheld Device must provide an audio stereo	MUST

	output, mono input and PTT and voice call setup/termination control through a suitable interface to work with headsets and ear pieces. Mono output devices will combine the stereo channels	
CONNECTIVITY		
HH-FUN-041	The ESN Handheld Device must support NFC.	MUST
HH-FUN-042	The ESN Handheld Device must support a USB 2 interface.	MUST
HH-FUN-043	The ESN Handheld Device should support a USB 3 interface	SHOULD
HH-FUN-044	The ESN Handheld Device must have and support Bluetooth version 4.1 with Bluetooth 4.2 security extensions.	MUST
HH-FUN-044a	The ESN Handheld Device must ensure that when Bluetooth discovery mode is activated this must automatically timeout after a defined period.	MUST
HH-FUN-045	The Supplier must ensure that the ESN Handheld Device is capable of simultaneously connecting and operating with at least 4 devices simultaneously via Bluetooth which are manufacturer agnostic.	MUST
HH-FUN-046	The ESN Handheld Device must support use of the following Bluetooth Profiles: PAN, BNEP, SPP, SAP, A2DP, ATT, DUN, GAP, GATT, HFP, HID, HSP, LAN, MAP, PBAP, SyncML Both DUN and LAN can be provided for by PAN and the users operational requirements for BT will be met by this. SyncML, has been superseded by PAN and Android for synchronisation of PIM (personal information, address book etc).	MUST
HH-FUN-047	The Supplier must provide a simple mechanism to activate / deactivate Bluetooth manually on the ESN Handheld Device without the need to navigate through layers of menus e.g. a shortcut icon on the screen.	MUST
HH-FUN-048	The Supplier must ensure that the Bluetooth interface on the ESN Handheld Device can be enabled or disabled remotely via the MDM.	MUST
HH-FUN-049	The ESN Handheld Device must support an MHL or similar compatible docking capability to enable Users to perform desktop working via Miracast or similar protocols. When docked, all device functionality should be available and the docking station must be able to charge the device	MUST
HH-FUN-049a	The ESN Handheld Device must support a Bluetooth connected keyboard, mouse and printer.	MUST
HH-FUN-049b	The ESN Handheld Device must allow the connection of wired and wireless accessories which can control the operation of the device.	MUST
RUGGEDISATION		
HH-FUN-050	The ESN Handheld Device must be compliant to IP67 or better.	MUST
HH-FUN-050a	The ESN Handheld Device should be compliant to IP68	SHOULD
HH-FUN-052	The ESN Handheld Device & Accessories must be capable of being cleaned, disinfected and	MUST

	decontaminated using commonly available cleaning products including medical wipes.	
HH-FUN-053	The ESN Handheld Device & Accessories must be fully functional as defined by the UDDS through an ambient temperature range of -10 to 55 degrees Celsius with a 95% humidity.	MUST
HH-FUN-53a	The ESN Handheld Device & Accessories should be fully functional as defined by the UDDS through an ambient temperature range of -20 to 55 degrees Celsius with a 95% humidity.	SHOULD
HH-FUN-054	The ESN Handheld Device must continue to operate after multiple drops in compliance with MIL-STD 810G Method 516.6 procedure IV – transit drops and must not shatter and generate sharp splinters.	MUST
STORAGE & MEMORY		
HH-FUN-055	The ESN Handheld Device must support a removable SD memory card with capacity up to 128 GB	MUST
HH-FUN-056	The ESN Handheld Device must have an internal data storage capability of at least 32 GB.	MUST
HH-FUN-057	The ESN Handheld Device must have a minimum memory size (RAM) of 2GB.	MUST
HH-FUN-057a	The ESN Handheld Device should have a minimum memory size (RAM) of 4GB	SHOULD
DEVICE SENSORS		
HH-FUN-058	The ESN Handheld Device should support an E-compass.	SHOULD
HH-FUN-059	The ESN Handheld Device must support an ambient light sensor to control screen brightness, switch to night mode or to maximise battery life.	MUST
HH-FUN-060	The ESN Handheld Device must support a proximity sensor to switch off the screen display/backlight and disable the touchscreen when close to the ear. This should also be able to limit the maximum audio level in line with requirement HH-FUN-039	MUST
HH-FUN-061	The ESN Handheld Device must support an accelerometer.	MUST
HH-FUN-062	The ESN Handheld Device should support a 2D barcode scanner.	SHOULD
HH-FUN-062a	The ESN Handheld Device must provide an audible and visual indication when the device storage is low	MUST
STANDARD APPLICATIONS		
HH-FUN-063	The device must be capable of running the standard AOSP applications set and must be fully configurable by the MDM service to match 3ES security requirements.	MUST
HH-FUN-063a	The Suppliers must provide and support as part of any OS update standard AOSP applications as part of the Google release (https://source.android.com/source/index.html) *Note: The Supplier must confirm the AOSP applications*	MUST

	being delivered and supported and that these can be managed by AirWatch.	
HH-FUN-63b	The Supplier must provide GMS on the ESN Handheld Device *Note: The Supplier must provide details of the support mechanism for GMS applications.*	MUST
PSCS SUITE AND APPLICATIONS		
HH-FUN-064	The Supplier must integrate and test the PSCS suite and applications from the US Supplier onto the ESN Device for the purposes of NATS. *Note: The PSCS application will then be loaded via Airwatch for production devices.*	MUST
INTRINSICALLY SAFE		
HH-FUN-066	Where the ESN Handheld Device must be Intrinsically safe, it must be certified to Zone 1 of the ATEX DIRECTIVE 2014/34/EU or later version or equivalent.	MUST
ICNIRP		
HH-FUN-068	The Supplier must ensure that the ESN User Devices comply with the latest standards for SAR exposure from the ICNIRP for limiting exposure to time-varying electric, magnetic and electromagnetic fields (UP TO 300 GHZ) published in: health physics 74 (4):494-522; 1998.	MUST
HH-FUN-068a	The Supplier must ensure that the ESN User Devices comply with “The Control of Electromagnetic Fields at Work Regulations (CEMFAW) 2016”	MUST
SECURITY		
HH-SEC-001	The ESN Handheld Device must be configured to enable the User to lock device and require the User to enter an unlock code (>5 digits) or equivalent high security mechanism.	MUST
HH-SEC-002	The ESN Handheld Device must require the User to enter a (> 5 digits) or equivalent high security mechanism on start-up before the device can be used.	MUST
HH-SEC-003	The ESN Handheld Device must be able to be configured such that the device will automatically lock within a configurable period of in-activity and require a (>5 digits) or swipe action / pattern unlock code to be entered to access the device.	MUST
HH-SEC-003a	The ESN Handheld Device must be able to be configured to permanently wipe all data from the device if the unlock code is incorrectly entered more than a defined number of times.	MUST
HH-SEC-004	The ESN Handheld Device lock policy must be controlled and configured by the MDM.	MUST
HH-SEC-005	The ESN handheld Device should include a fingerprint reader used to unlock the device or authorise activities	SHOULD

HH-SEC-006	The Supplier must provide documentary evidence of the process they use to minimise security vulnerabilities in their devices. This is expected to be a “Security Design Lifecycle”, although other mechanisms will be considered.	MUST
HH-SEC-007	The ESN handheld device must support the following aspects of WiFi security in client and access point mode: a) WPA-2 PSK; and b) WPA-2 Enterprise Encryption protocols: c) CCMP Authentication framework: d) EAP-TLS e) EAP-PEAP f) EAP-IKEv2 g) EAP-FAST	MUST
HH-SEC-008	Handheld mobile device must support the security requirements set out in the End User Devices: Security Principles document (see https://www.ncsc.gov.uk/guidance/end-user-devices-security-principles) for mobile devices, with specific attention given to the following sections: a) Assured data-at-rest protection (Hardware-backed key store) b) Authentication (for installation of root CA certificate) c) Device Update Policy (for timely security patches/updates).	MUST
HH-SEC-009	Firmware updates will be managed by the Mobile Device Management solution, hence no communication should either be required or attempted by the handheld mobile device to services outside of the ESN ecosystem. Exceptions to this must be identified with detailed information and suitable justification and subject to Authority approval.	MUST

ANNEX 2 - ACCESSORIES

Overview of the Procurement of Accessories

Users require a wide range of accessories for their devices to meet their operational needs. In many cases, these accessories will need to fit the precise form factor or physical interfaces of the device, and so will be specific to the Supplier's device. To ensure a supply of compatible accessories, a number of accessories are in the scope of this Framework Agreement. The Supplier may supply these accessories as original equipment manufacturer or re-sell accessories provided by one of more specialist suppliers. The required accessories include spare batteries, a range of chargers for devices and batteries, headsets / earpieces, and remote speaker microphone units. User Organisations will, however, be free to procure accessories from other sources.

Certain accessories (those which invoke PSCS functions such as press-to-talk) may need software to be written to mediate between signalling received from the accessory and the interface provided by the PSCS software. Where required, this software is to be provided as part of the relevant accessories. Specifications for the interface presented by the PSCS software are available via the Motorola developers' portal (GitLab).

Ref.	Requirement	Compliance
GENERAL		
HH-ACC-001	The Supplier is required to provide a range of compatible accessories. Such accessories need to be fully tested, approved and supported. The key accessories are listed in this section.	INFO
HH-ACC-001a	The Supplier must ensure that Bluetooth accessories for use with ESN Handheld Devices must support Bluetooth version 4.1 with Bluetooth 4.2 security extensions.	MUST
HH-ACC-001b	The Supplier should ensure accessories have suitably robust housings to prevent damage both in use and storage. The equipment should be expected to be mishandled and to be used in situations where someone is trying to cause harm to the User.	SHOULD
HH-ACC-001c	The Supplier must ensure all items that are connected by electrical cabling need to feature suitable strain relief techniques to protect solder connections from being damaged.	MUST
HH-ACC-001d	The Supplier must ensure Cable, Cabling sleeve, etc.: a) does not soil or discolour the uniform and that the sleeve is resistant to abrasion and slicing; b) is able be repeatedly bent and flexed over large (10 x OD) and small (1.5 X OD) radiuses without incurring damage over 10,000 bends; and c) is of a known tensile strength and the accessory be suitable of passing both static (continuous load) 30N and dynamic (pull) tests 60N, the forces to be applied not directly to the cable but to cable termination points (i.e. PTT housing to jack plug, etc.)	MUST
HH-ACC-001e	The Supplier must ensure mechanical switches are tactile to the user, particularly where it is assumed gloves will be worn and where multiple switches are provided the switches must be identifiable by touch e.g. PTT, Emergency Button, Urgent Call back, Volume up &	MUST

	Volume down, etc.	
HH-ACC-001f	The Supplier must ensure that wired connections to any accessories can be securely attached to the device or case via a thumb screw or similar.	MUST
HH-ACC-001g	The Supplier should ensure that switches used on accessories have been tested for 30,000+ successful operations and not be susceptible to damage from heavy handed operation.	SHOULD
HH-ACC-001h	The Supplier should ensure Cable, Cabling sleeve, etc: a) is suitable for use in the British climate, in particular mechanical properties should not deteriorate with exposure to UV or temperature changes; b) cable sleeves are Kevlar reinforced and this should not be by a single strand; c) should not irritate the users skin or cause any medical issues, the material should not be degraded by skin secretions; and d) is of a suitable length for use in hostile situations, the cable needs to feature a way to prevent it from being used as a garrotte (i.e. by length, quick disconnects or coiling).	INFO
HH-ACC-001i	Accessories must be compliant to MIL-STD-810G or better for shock resistance	MUST
HH-ACC-001j	The supplier should ensure that equipment is repairable and field serviceable where possible and practical.	SHOULD
HH-ACC-001k	Any accessory battery must comply with United Nations (UN) Transport Regulations UN38.3.	MUST
HH-ACC-001l	Any accessory battery must comply with IEC 62133 Standard for Lithium Batteries (Cells).	MUST
HH-ACC-001m	The accessory battery, chargers and ancillaries must comply with: IEC/EN 60950-1: Information Technology Equipment – Safety – Part 1: General Requirements.	MUST
HH-ACC-001n	ESN accessories must conform to RoHS Directive 2002/95/EC.	MUST
VEHICLE HANDSET CRADLE WITH CHARGER		
HH-ACC-002	The Supplier must provide a vehicle Handset Charging cradle which is compatible with ESN Handheld Device, can be mounted in vehicles, and provides an external USB and audio connections to the device so that with a suitable accessory set (wired or wireless) hands free operation of the device can be achieved.	MUST
HH-ACC-002a	The vehicle handset charging cradle must hold the device securely whilst the vehicle is in motion and maintain full charging functionality during the life of the accessory in the presence of normal vehicle vibrations.	MUST
HH-ACC-003	The Supplier must ensure that the vehicle Handset Charging Cradles must be run from a 12 to 24v DC supply.	MUST
HH-ACC-003a	The Supplier must provide a variant of vehicle handset charging cradle which meets the requirements in requirement HH-ACC-002, HH-ACC-002a and HH-ACC-003 which in addition provides connectivity from the device to an external antenna via inductive coupling or other mechanism (such as a direct connection). This variant must meet the following additional requirements:	MUST

	a) The vehicle handset charging cradle must provide passive antenna RF coupling into the ESN Handheld Device and provide a short coaxial cable tail for connection to an external antenna, and should be optimised to provide efficient RF coupling into both ESN Handheld Device internal LTE antennas and provide two short coaxial cable tails for connection to two external antennas providing MIMO functionality. b) The vehicle handset cradle must be optimised to provide efficient RF coupling into at least one of the ESN Handheld Device internal LTE antennas. c) The RF coupling efficiency of either connection to the vehicle handset cradle must be such that the loss from the tail connection compared to a direct connection to the ESN Handheld Device internal antenna port on the PCB is less than 6dB at 800 and 1800 MHz. d) The vehicle handset cradle must provide a means to securely lock the ESN Handheld Device into the cradle and require tools to remove it.	
SPARE BATTERIES		
HH-ACC-004	The Supplier must provide compatible batteries for ESN Handheld Devices with a capacity and specification equal to or greater than that provided by the standard ESN Handheld Device battery.	MUST
HH-ACC-004a	The Supplier should offer a higher capacity battery with 20-30% additional capacity.	SHOULD
DEVICE AND BATTERY CHARGERS		
HH-ACC-005	The Supplier must provide a means of charging the ESN Handheld Devices, vehicle mounted ESN Handheld Devices and single/multiple batteries from a standard UK electrical mains power socket or Vehicle Battery (12v and 24v DC). This will include: a) in-vehicle single ESN Handheld Device charging means; b) in-vehicle multiple ESN Handheld Device charging means; c) mains single ESN Handheld Device charging means; d) mains multiple ESN Handheld Device charging means; e) in-vehicle single battery charging means; f) in-vehicle multiple battery charging means; g) mains single battery charging means; and h) mains multiple battery charging means.	MUST
HH-ACC-006	The Supplier should ensure that all accessories can be wirelessly charged.	SHOULD
HH-ACC-007	The Supplier must ensure that the means of charging does not result in unnecessary degradation of the battery life.	MUST
HH-ACC-008	The Supplier must ensure that all chargers monitor the individual battery charging process to ensure optimal life of the battery and detect / identify faulty batteries.	MUST
HH-ACC-008a	The Supplier should include a means to test batteries.	SHOULD
HH-ACC-011	The Supplier must provide a multi-way 230v mains	MUST

	powered charging capability to enable the recharging of multiple ESN Handheld Devices at a time. This could vary from being able to charge from 2 to 24 ESN Handheld Devices managed on an individual basis.	
HH-ACC-012	The multi-way 230v mains charger in HH-ACC-011 may be used in a vehicle and therefore must meet the vibrations requirements in HH-ACC-002a	MUST
HH-ACC-013	The Supplier must provide a multi-way 230v mains powered charging capability to enable the recharging of multiple batteries at a time. This could vary from being able to charge from 2 to 24 batteries managed on an individual battery basis.	MUST
HH-ACC-013a	The multi-way 230v mains charger in HH-ACC-013 may be used in a vehicle and therefore must meet the vibrations requirements in HH-ACC-002a	MUST
HH-ACC-014	The Supplier must provide a desktop charger suitable for charging a single ESN Handheld Device from a 230v ac supply	MUST
HH-ACC-014a	The single ESN Handheld Device desktop charger should include the ability to simultaneously charge a spare battery	SHOULD
PERSONAL CARRY & CASES		
HH-ACC-015	The Supplier must provide a means for Users to carry or wear the ESN Handheld Device while maintaining the ability to safely carry out all required functions. Some examples of current capabilities used include: a) shoulder mounted; b) waist holster; c) lanyard; d) body armour; and e) webbing gilet.	MUST
HH-ACC-016	The Supplier must ensure that the carrying capability does not obscure the screen or other vital functions on the ESN Handheld Device so that it can still be operated and viewed.	MUST
HH-ACC-016a	The Supplier must ensure that all ESN Handheld Device charging mechanisms can be used without removing the device from the case.	MUST
HH-ACC-016b	The Supplier should ensure that all ESN Handheld Device cradles can be used without removing the device from the case.	SHOULD
HH-ACC-017	The Supplier must ensure that the device and the case allow for easy single handed and rapid 3 seconds' removal of the ESN Handheld Device from its location by the User from its attachment to the uniform or from the carrying capability.	MUST
HH-ACC-018	The Supplier should inhibit unauthorised and / or accidental removal of the ESN Handheld Device (with or without a case) from the uniform or carrying capability.	SHOULD
HH-ACC-019	The Supplier must ensure that the case allows a means to attach the ESN Handheld Device or Remote Speaker Mic, to uniforms via a range of methods of attachments that are compatible with the current systems in use at the time of procurement, including but not limited to, Klickfast system; either directly or via a case.	MUST

HH-ACC-020	The Supplier must ensure that the device case provides a means to securely attach wired audio accessories in situations where this is not provided directly by the device.	MUST
DOCKING STATIONS		
HH-ACC-020a	The Supplier must provide an ESN Handheld desktop docking station for use with the ESN Handheld Device	MUST
HH-ACC-021	The ESN Handheld docking station must securely hold (but not lock) the ESN Handheld Device in place when in use.	MUST
HH-ACC-021a	The ESN Handheld docking station must provide 3 x USB, audio, display connectivity and charging capabilities	MUST
HH-ACC-023a	The Supplier must ensure that wired and wireless audio accessories are compatible with the ESN Handheld docking station.	MUST
HH-ACC-023b	The ESN Handheld docking station must operate from a 230v AC supply	MUST
HH-ACC-023c	The ESN Handheld docking station should include the ability to simultaneously charge a spare battery	SHOULD
FOOT OPERATED SWITCH		
HH-ACC-023d	The Supplier must provide a foot operated PTT switch to enable Users to use Push-To-Talk functionality on ESN Handheld Devices when fitted / installed in buildings. *Note: This may use inline PTT functionality provided by a 3.5mm audio jack or similar*	MUST
HEADSETS AND EAR PIECES		
HH-ACC-024	The Supplier must provide a range of wired headsets for use with the ESN Handheld Device with the following: a) In-line microphone with embedded answer/end / PTT button; b) Compatible with wind and noise reduction apps; and c) Noise isolating ear gels for best fit and comfort.	MUST
HH-ACC-024a	The Supplier must ensure parts, such as interchangeable ear tips, on / in-ear accessories are not capable of getting stuck within the user's ear.	MUST
HH-ACC-026	The Supplier must provide a range of wired ear pieces for use with the ESN Handheld Device with the following: a) In-line microphone with embedded answer/end / PTT button; b) Compatible with wind and noise reduction apps; and c) Noise isolating ear gels for best fit and comfort.	MUST
HH-ACC-028	The Supplier must ensure that the ESN Handheld Device must be designed to protect Users using earpieces and headsets from sudden high volume bursts of sound, to comply with the "The Control of Noise at Work Regulations 2005" or any regulations which supersede this. Please note specifically "Exposure limit values and action values" under chapter 4.	MUST
HH-ACC-029	Volume Protection compliance must be done without	MUST

	User perceptible compromise to the sound quality voice intelligibility.	
HH-ACC-030	The Supplier must ensure that the ESN Handheld Device is compatible with the use of headsets in conjunction with helmets	MUST
HH-ACC-031	The Supplier should provide wired and wireless headsets for use with 3ES Motorcycle helmets	SHOULD
WIRED REMOTE CONTROL UNITS		
HH-ACC-032	The Supplier must provide a body worn multi-function wired accessory device that must allow operation when wearing gloves of at least 6 voice related ESN Handheld Device functions through configurable means from: a) PTT; b) Request to speak; c) Activate the PTT and send a series of tones when pressed; d) Talk group selection; e) Volume control; f) Emergency button; and g) Whisper mode – changing the gain on microphone on the device *Note: These gloves may be leather, latex, gauntlets used by motorcycle riders, etc. (all currently issued glove types).*	MUST
HH-ACC-032a	The Supplier must provide a means to attach the simple PTT function wired remote control, to uniforms via a range of methods of attachments that are compatible with the current systems in use at the time of procurement, including but not limited to, Klickfast system; either directly or via a case.	MUST
HH-ACC-032b	The Supplier must provide a simple PTT function wired remote control unit that can be used by a User wearing full Personal Protective Equipment (PPE). *Note: this is a different device to the multi-function device specified in HH-ACC-032.*	MUST
HH-ACC-032c	The Supplier must ensure that the multi-function and simple remote control unit are rated to IP67 or better	MUST
WIRELESS REMOTE CONTROL UNITS USING BLUETOOTH OR AN EEI MODULE ON THE DEVICE THAT ARE APPROVED VIA THE NATS PROCESS.		
HH-ACC-033	The Supplier must provide a multi-function remote control wireless device that must allow operation when wearing gloves of at least 6 voice related ESN Handheld Device functions remotely from: a) PTT; b) Request to speak; c) A tone button to generate series of tones when pressed; d) Talk group selection; e) Volume control; f) Emergency button – on the top, coloured orange; and	MUST

	g) Whisper mode – changing gain on microphone. *Note: These gloves may be leather, latex, gauntlets used by motorcycle riders, etc. (All currently issued glove types).*	
HH-ACC-033a	The Supplier must provide a means to attach the multi-functioned ESN wireless remote control, to uniforms via a range of methods of attachments that are compatible with the current systems in use at the time of procurement, including but not limited to, Klickfast system; either directly or via a case.	MUST
HH-ACC-034	The Supplier must provide a simple PTT wireless remote unit that can be use by a User wearing full Personal Protective Equipment (PPE). *Note: that this is a different device to that specified in HH-ACC-033.*	MUST
HH-ACC-035	The Supplier must ensure that any remote-control unit must be able to operate for a minimum of 15 hours after being fully charged, and operated using [the maximum (80% listening, 10% talk, 10% receive)] without recharging facilities being used.	MUST
HH-ACC-037	The Supplier must ensure that any remote-control unit must give a visual indication of battery status to the User.	MUST
HH-ACC-039	The Supplier must ensure that any remote-control unit must provide a User configurable indication [combination of visual, audible and vibration] on the unit or the attached ESN Handheld Device when the remaining battery life before recharge is less than 20% or 60 minutes of usage left - the display type of information being configurable. The audio could be a spoken message delivered in an audio pathway into an earpiece.	MUST
HH-ACC-040	Where a removable battery is used in the remote-control unit, the Supplier must allow the battery to be removable and replaceable by a User without the use of special tools or skills.	MUST
HH-ACC-041	The Supplier must ensure that any remote-control unit using a removal battery must provide a robust battery retention mechanism that facilitates daily removal over the lifetime of the remote control unit without detriment to the remote control unit or battery structure.	MUST
HH-ACC-042	The Supplier must ensure that a remote-control unit is supplied with a charger that enables the battery to be fully recharged from a 230v mains supply (from fully discharged to fully charged) within 3 hours, both when inside the unit and when in a separate battery charging cradle where applicable. *Note: either via charging pins or USB.*	MUST
HH-ACC-042a	The Supplier should ensure that there is a common charging unit used for any remote-control unit and the ESN Handheld device preferably using charging pins.	SHOULD
HH-ACC-043	The Supplier must ensure that a remote-control unit is supplied with a charger that enables the battery to be fully recharged in a vehicle (from fully discharged to fully charged) within 3 hours, both when inside the unit and when in a separate battery charging cradle where	MUST

	applicable.	
HH-ACC-044	Where a rechargeable battery is used in the remote-control the Supplier must ensure that batteries have minimum of 80% of the initial capacity after 500 cycles (from 15% charge to 100% charge) of charging or for a period of two years when randomly charged throughout the day.	MUST
WIRED AND WIRELESS REMOTE SPEAKER MICS		
HH-ACC-044a	It is expected that many users will wear the ESN Handheld Device on the belt or in the pocket and that basic voice operation will be provided by an RSM connected to the ESN Handheld Device by a wire or wirelessly and worn on the lapel. The RSM will assist in extending the battery life of the ESN Device and provide a smaller and lighter unit to user with much of the essential and commonly used voice oriented functionality. A wired and wireless RSM solution is required. The Supplier may choose to offer a single unit capable of wired and wireless operation or offer separate solutions	INFO
HH-ACC-045	The Supplier must provide an RSM which can be connected by means of a wire or wirelessly to an ESN Handheld Device.	MUST
HH-ACC-046	The Supplier must ensure the RSM includes controls to activate: a) Power on/off; b) PTT; c) Request to speak; d) A tone button to generate series of tones when pressed; e) Talk group selection; f) Volume control; g) Emergency button; h) Sending of a pre-defined message; and i) Whisper mode – changing gain on the microphone.	MUST
HH-ACC-046a	The ESN Remote Speaker Mic must have an orange coloured dedicated physical emergency button located on top of the ESN Handheld Device, logically positioned so that it can easily be located and felt through a gloved hand and provide a positive sensation when pressed.	MUST
HH-ACC-046b	The ESN Remote Speaker Mic must have a dedicated physical PTT button located on the left-hand side of the ESN Handheld Device, logically positioned so that it can easily be located and felt through a gloved hand and provide a positive sensation when pressed.	MUST
HH-ACC-046c	The Supplier must ensure that whilst pressing the PTT button, no other buttons can easily be accidently pressed on the opposite side of the RSM	MUST
HH-ACC-046d	The Supplier must provide a means to attach the Remote Speaker Mic, to uniforms via a range of methods of attachments that are compatible with the current systems in use at the time of procurement, including but not limited to, Klickfast system; either directly or via a case.	MUST
HH-ACC-048	The Supplier must ensure that the RSM connects to the ESN via Bluetooth	MUST
HH-ACC-049	The Supplier must ensure that the RSM is able to provide	MUST

	an audio output of up to 95 dBA at 0.25m	
HH-ACC-050	The Supplier must ensure the RSM has a connection for an external earpiece with a secured physical connection.	MUST
HH-ACC-051	The Supplier must provide a NATS approved EEI software module on the ESN Handheld Device to interface with the RSM and support if for the life of the ESN Handheld Device.	MUST
HH-ACC-052	The Supplier must ensure that any rechargeable battery in the RSM lasts at least 15 hours between charge when a) Bluetooth connection is 100% active b) PTT Transit: 15%; c) PTT Receive: 15%; d) PTT idle: 70%; and e) Audio at full volume.	MUST
HH-ACC-052a	The Supplier must ensure that the means of charging the RSM does not result in a unnecessary degradation of the battery life	MUST
HH-ACC-052b	The Supplier must ensure that all chargers monitor the individual battery charging process to ensure optimal life of the battery and detect / identify faulty batteries	MUST
HH-ACC-052c	The Supplier should include a means to test batteries used in the RSM,	SHOULD
HH-ACC-052d	The Supplier must provide a multi-way 230v mains powered charging capability to enable the recharging of multiple RSMs at a time. This could vary from being able to charge from 2 to 24 RSMs managed on an individual basis. *Note: This may also be used in vehicles with a suitable user supplied inverter and as such should meet the vibration requirements in HH-ACC-002a.*	MUST
HH-ACC-052e	Where the RSM battery is removable, the Supplier must provide a multi-way 230v mains powered charging capability to enable the recharging of multiple RSM batteries at a time. This could vary from being able to charge from 2 to 24 RSM batteries managed on an individual battery basis. *Note: This may also be also in vehicles with a suitable user supplied inverter and as such should meet the vibration requirements in HH-ACC-002a.*	MUST
HH-ACC-053a	The Supplier should ensure that there is a common charging unit used for any RSM and the ESN Handheld Device using charging pins.	SHOULD
HH-ACC-053b	The Supplier must provide an individual RSM charger that enables the battery to be fully recharged from a 230v mains supply (from fully discharged to fully charged) within 3 hours, both when inside the unit and when in a separate battery charging cradle where applicable.	MUST
HH-ACC-053c	The Supplier must provide an individual RSM charger that enables the battery to be fully recharged from a 12V and 24V supply (from fully discharged to fully charged) within 3 hours, both when inside the unit and when in a separate battery charging cradle where applicable.	MUST
HH-ACC-054	The Supplier must ensure that the RSM is rated to IP67 or better.	MUST
HH-ACC-055	If the RSM has a removable battery, the Supplier must	MUST

	ensure that this must be securely fixed but be removable and be replaced by a User: a) Without the use of special tools or skills; b) With a robust battery retention mechanism that facilitates daily removal over the lifetime of the ESN Handheld Device without detriment to the ESN Handheld Device or battery structure; and c) Without first needing to turn the ESN Handheld Device off.	
HH-ACC-055a	The Supplier must ensure that the battery retains at least 80% of its initial capacity after 500 charging cycles.	MUST
HH-ACC-056	The Supplier must ensure that the RSM weighs less 220g.	MUST
HH-ACC-057	The Supplier should ensure that the RSM is of a size less than 100x67x32mm.	SHOULD
HH-ACC-058	The Supplier must ensure that the RSM is fully functional over the temperature range of -20 to +55 deg Celsius.	MUST
HH-ACC-059	The Supplier must inhibit unauthorised and / or accidental removal of the RSM from the [uniform or carrying capability].	MUST

ANNEX 3 - DEVICE PERFORMANCE

Ref.	Requirement	Compliance
DEVICE PERFORMANCE		
HH-DP-001	Device KPI's are contained within Section 8 of the UDDS that the supplier's ESN Handheld Device is to meet in terms of performance to achieve these targets. Overall call setup performance of the ESN is based upon the device EE LTE network and MSI core architecture, the device only playing a small part. The performance requirements for the ESN Handheld Device are contained within this section. This provides the acceptable and target device performance to be tested as a whole to confirm overall call setup performance.	INFO
HH-DP-002	The ESN Handheld Device should take < 65 ms from the time when it starts collecting the first PCM speech sample from microphone to the PCM sample buffer to the time when it writes that 20ms speech packet to the Transmit buffer of modem.	SHOULD
HH-DP-002a	The ESN Handheld Device must take no more than 85ms.	MUST
HH-DP-003	The ESN Handheld Device should take < 30ms (excluding jitter buffer) from the time that the audio packets arrive on the Rx buffer on Application processor to when decoded 20ms PCM audio samples are placed into the SPEAKER output buffer for play out.	SHOULD
HH-DP-003a	The ESN Handheld Device must take no more than 50ms.	MUST
HH-DP-004	The ESN Handheld Device should take < 55ms from detection of activation of hardware PTT button on the calling device to when the outgoing request message (group call) is written into the Transmit buffer of the modem.	SHOULD
HH-DP-004a	The ESN Handheld Device must take no more than 75ms.	MUST
HH-DP-005	The ESN Handheld Device should take < 55 ms from receiving the incoming message (group call) on the Receive buffer of the modem until when the application starts playing the Talk Permit Tone (excluding the tone duration).	SHOULD
HH-DP-005a	The ESN Handheld Device must take no more than 75ms.	MUST
HH-DP-006	The calling device should take < 55 ms from detection of activation of hardware PTT button on the calling device to when the outgoing request message (1-1 Polite call) is received on the Transmit buffer in the modem.	SHOULD
HH-DP-006a	The ESN Handheld Device must take no more than 75ms.	MUST
HH-DP-007	The called device should take < 110 mS from incoming alert message written into the Receive buffer of the	SHOULD

	modem on the called device to when the outgoing response message (1-1 call) is written into the Transmit buffer of the modem on the same device.	
HH-DP-007a	The ESN Handheld Device must take no more than 135ms.	MUST
HH-DP-008	The calling device should take < 110 ms from response message written into the Receive buffer of the modem on the calling device until when the user interface layer receives notification that Alert has been delivered.	SHOULD
HH-DP-008a	The ESN Handheld Device must take no more than 135ms.	MUST
HH-DP-009	The ESN Handheld Device should take < 55 ms from the application on the called device accepting the incoming call to when they accept response message is sent on the network.	SHOULD
HH-DP-009a	The ESN Handheld Device must take no more than 75ms.	MUST
HH-DP-010	The ESN Handheld Device should take < 55 ms from the application on the called device receiving the incoming accept response message in the Receive buffer of the modem to when the notification is presented on the User Interface.	SHOULD
HH-DP-010a	The ESN Handheld Device must take no more than 75ms.	MUST
HH-DP-011	a) The ESN Handheld Device should take < 200 ms from user activation of a message on the calling device to when the outgoing message is sent on the network. b) The ESN Handheld Device should take < 200 ms from message received on called device to when the outgoing response message is sent on the network. c) The ESN Handheld Device should take < 200 ms from response message received on calling device to when the application notifies the User.	SHOULD
HH-DP-011a	In Each case the ESN Handheld Device must take no longer than 250ms	MUST
HH-DP-012	The ESN Handheld Device should support the following delay latency < 25 mS in ALL device states. This latency must be measured (in mS) from PTT button press (hard or configured locally on the USER DEVICE) to when the USER DEVICE notifies the core user application. ESN Handheld Device states must include AP running or sleeping states and device locked or unlocked.	SHOULD
HH-DP-012a	The latency must be no greater than 40ms.	MUST
HH-DP-013	The ESN Handheld Device must take < 200 ms for initialization of MIC & SPEAKER in the audio sub-system (including object creation at app layer; ACDB loading with selected audio profile and anything else at the lower layer) so that the application is enabled to receive audio from the MIC or playback audio on the speaker without any further delay.	SHOULD
HH-DP-013a	The ESN Handheld Device must take no longer than 250ms	MUST

ANNEX 4 - DOCUMENTS

Ref.	Requirement	Compliance
DOCUMENTS		
HH-DOC-000	The Supplier must provide all documentation in an editable electronic format either downloadable or on physical media.	MUST
HH-DOC-001	The Supplier must provide an ESN Handheld Device user manual within 60 days of the Effective Date. This must include at least the following aspects: a) Information on how to manage the display, fonts, brightness and orientation; b) Applicable accessories; c) Device specific key shortcuts; d) Connected device pairing procedures; e) Details of the applications provided with this device; f) Details of the user configuration settings; g) Details of the procedure to change the battery; h) Recommended battery charging procedures; i) Notification and alert management; and j) Health and Safety, regulatory and CE marking	MUST
HH-DOC-002	The Supplier must provide a product manual for the ESN Handheld Device. This must include the full technical, physical and environmental specification of the ESN Handheld Device.	MUST
HH-DOC-003	The Supplier must provide a maintenance manual for the ESN Handheld Device within 60 days of the Effective Date. This must include details of managing the device storage, how to clean device, end of life disposal requirements and general requirements to prolong the life of the device.	MUST
HH-DOC-004	The Supplier must provide a signed declaration of conformity document which must include details of compliance to all relevant regulations and standards	MUST
HH-DOC-005	The Supplier must provide a safety manual detailing all aspects relative to the safe use of the Handheld Device	MUST
HH-DOC-006	The Supplier must provide a Security Design Lifecycle document.	MUST

ANNEX 5 - WARRANTY SERVICES

Overview

This Framework Schedule 2.1, Annex 5 describes the Warranty Services to be provided by the Supplier during the Warranty Period or Extended Warranty period for all Goods, including Device, related Ancillaries and Accessories, supplied by the Supplier.

Ref.	Requirement	Compliance
EQUIPMENT WARRANTY		
HH-WS-001	The Supplier must provide a warranty ('Goods and Services Warranty') such that the Goods and Services: a) are free from any error, damage and material defects in the manufacturing or delivery of the Goods and/or Services and including Fair Wear and Tear; b) are free from programming errors or failure of code within the Software which causes any Goods and/or Services to malfunction or to produce unintelligible or incorrect results; c) performs in all material respects in accordance with the relevant Statement of Requirements and any other performance, features and functionality specified by the Customer in accordance with Schedule 9.3 (Call Off Terms); and d) does not infringe any Intellectual Property Rights.	MUST
HH-WS-002	The Goods and Services Warranty must apply to each Device, detachable Ancillary Item (e.g. batteries) and Accessory associated with the Goods and/or Services.	MUST
HH-WS-003	Any Defect which arises in the Goods and/or Services during the Warranty Period must be a classed as an incident ('Warranty Incident') and require Repair and Return Service in accordance with the Warranty Procedure.	MUST
HH-WS-004	Warranty Incidents that arise in Documentation deliverables, to the extent they do not form part of the Goods and Services, are out of scope of the Warranty Service.	MUST
HH-WS-005	In addition to the requirements set out in Schedule 9.3 (Call Off Terms), clause 5.13 Endemic Failures, the Supplier must in cases where the Supplier or Customer believes there to be an Endemic Failure, the Supplier must: a) Determine the root cause, seeking agreement from the Customer; b) Agree the severity and priority of the problem;	MUST

	c) Formulate options to resolve the problem or apply a Workaround Fix; d) Agree with the Customer, and the Authority as required, the most appropriate remedy options; e) Undertake the agreed remediation plan within the agreed timescales; and	
HH-WS-006	The Supplier must bear all costs associated with managing and correcting or replacing any Goods with Endemic Failures.	MUST
HH-WS-007	The Parties acknowledge and agree that the Warranty Services set out in this Framework Schedule 2.1 Annex 4 (Warranty Service) must not be the Customer's sole and exclusive remedy in respect of a Warranty Incident arising during the Warranty Period or Extended Warranty Period, and the Warranty Services are without prejudice to the Customer's other rights and remedies in respect of the Supplier's failure to remedy such Warranty Incident.	MUST
WARRANTY PERIOD		
HH-WS-008	The warranty for each Device and Ancillary must apply for twenty-four (24) months from the date of Acceptance (the 'Warranty Period') following Delivery of the Goods in accordance with Schedule 9.3 (Call Off Terms)	MUST
HH-WS-009	The Supplier must provide to the Customer the option to purchase an extended warranty period ('Extended Warranty Period') for each Device and related Ancillary Item at the time of initial purchase of the Deliverables or at any time during the initial Warranty Period of either: a) Three (3) years; or b) Five (5) years; or c) Seven (7) years.	MUST
HH-WS-010	The Extended Warranty Period must: a) commence from the date of Acceptance; or b) where the Extended Warranty Service is purchased during the Warranty Period, will commence immediately from the end of when the original Warranty Period expires.	MUST
HH-WS-011	The Extended Warranty Period options must be set out in the Catalogue as Other Catalogue Items.	MUST
HH-WS-012	The Warranty Period for each Accessory must be the period set out in the Catalogue and must commence from the date of delivery of the relevant Accessory to the Customer-nominated delivery location(s) in accordance with Schedule 9.3 (Call Off Procedures).	MUST

HH-WS-013	There must be no extension to the Warranty Period or Extended Warranty Period unless otherwise agreed in writing by the Parties.	MUST
HH-WS-014	In respect of any Goods which has been repaired or replaced in accordance with the Equipment Warranty, the Warranty Period or Extended Warranty Period must be the later of: a) the end of the original Warranty Period, including any Extended Warranty Period as applicable; or b) three (3) Months from the date of return of the repaired or replaced Device, Ancillary Item or Accessory to the Contracting Body.	MUST
HH-WS-015	Following Acceptance, being that the Goods have not been returned or rejected following delivery for being Dead On Arrival, or damaged, in accordance with Schedule 9.3 (Call Off Terms) all Goods must fall within the scope of the Warranty Services.	MUST
HH-WS-016	The Warranty Services associated with a Good or Goods within scope of the Goods and Services Warranty must end on the occurrence of the first event: a) following the end of the original Warranty Period or Extended Warranty Period as applicable; or b) the Customer uses the Good or Goods for any purposes other than as set out in Schedule 9.3 (Call Off Terms) or is reasonably to be inferred by the Framework Agreement; or c) the Customer, or any third party not under the instruction or control of the Supplier, makes any modifications to the Good(s); or d) a third party without the permission of the Supplier becomes responsible for maintaining the Good(s).	MUST
INCIDENT, REPAIR AND RETURNS SERVICE		
HH-WS-017	The supplier must provide a Service ('Incident, Repair and Returns Service') to manage and resolve Warranty Incidents and service requests ('Enquiries') arising from the Goods and/or Services.	MUST
HH-WS-018	The Incident, Repair and Returns Service must be available between 08:00-18:00 ('Service Desk Hours') Monday to Friday ('Service Desk Days') for the duration of all: a) Warranty Periods; and b) Extended Warranty Periods as applicable.	MUST
HH-WS-019	As an Other Catalogue Item the Incident, Repair and Returns Service must be available twenty-four (24) hours per day (00:00-23:59 'Service Desk Hours') Monday to	MUST

	Friday ('Service Desk Days') for the duration of all: a) Warranty Periods; and b) Extended Warranty Periods as applicable.	
HH-WS-020	As an Other Catalogue Item the Incident, Repair and Returns Service must be available between 09:00 and 17:00 on Saturdays and Public Holidays for the duration of all: a) Warranty Periods; and b) Extended Warranty Periods.	MUST
HH-WS-021	The Incident, Repair and Returns Service must allow the Customer, to notify the Supplier by email and receive responses and notifications by email in accordance with the Warranty Procedure.	MUST
HH-WS-022	The Incident, Repair and Return Service must allow the Customer to notify the Supplier using a Supplier-provided web portal and receive responses and notifications in accordance with the Warranty Procedure.	MUST
HH-WS-023	The Supplier must provide a pro-forma email template to allow the Customer to supply consistent details relating to each Warranty Incident, service request or Out-Of-Warranty Incident notification.	MUST
HH-WS-024	If the Customer or the Authority nominate a third-party order fulfilment and reverse logistics organisation, the Supplier must work with the third-party organisation to provide a seamless logistical process for: a) Customer reporting of Warranty Incidents via the order fulfilment and reverse logistics organisation, and liaison between the Customer, any organisation's Service Desk and the Supplier; b) Warranty Incident-related returns to Supplier; c) return of Goods following Supplier investigation and/or repair to the third-party organisation holding stock on behalf of the Customer; and d) spares management.	MUST
WARRANTY PROCEDURE		
HH-WS-025	The following procedure (the 'Warranty Procedure') sets out the method by which Warranty Incidents shall be notified to the Supplier, and different types of repairs and returns managed.	INFO
HH-WS-026	The Customer must notify the Supplier promptly of any Warranty Incident that is in scope of the Warranty Service, identifying the Good(s) to which the Warranty Incident relates, supplying clear and concise details.	MUST

HH-WS-027	The Supplier must respond to the Customer's notification of a Warranty Incident during Working Hours in accordance with the timescales ('Notification Timescales') set out in Schedule 2.2 (Key Performance Indicators).	MUST
HH-WS-028	Where a Warranty Incident is reported prior to the closing of the Incident, Repairs and Returns Service (e.g. at 17:00 on a Friday, where no extended optional Other Catalogue Item service is provided) and it is not possible to respond to the Customer within the timescales set out in Schedule 2.2 (Key Performance Indicators) the Supplier must notify the Customer promptly the next Service Desk Day.	MUST
HH-WS-029	The Supplier must provide the Customer with a unique Return to Manufacturer Authorisation ('RMA Number').	MUST
HH-WS-030	The RMA Number must be quoted by the Customer on all packaging associated with returning the affected Goods to the Supplier, and any subsequent correspondence.	MUST
HH-WS-031	The Supplier must bear all associated reasonable costs of shipping the affected Goods from the Customer back to the Supplier.	MUST
HH-WS-032	As an Optional Catalogue Item the Supplier must collect the affected Goods from the Customer where requested to do so by the Customer within 2 Working Days following the Supplier providing a RMA Number.	MUST
HH-WS-033	On receipt the Supplier must, without delay, record and acknowledge receipt of the affected Goods to the Customer by the appropriate communication method, and highlighting any immediately apparent anomalies not associated with the Customer-supplied details of the Warranty Incident.	MUST
HH-WS-034	The Supplier must deliver a fix, or fixes, to the Goods to correct a Warranty Incident in accordance with the service levels set out in the Performance Requirements of this Schedule 2.1 (Requirements).	MUST
HH-WS-035	A fix may be: a) a permanent fix or repair which resolves the root cause of the Warranty Incident; or b) subject to the Customer's prior written agreement (such agreement not to be unreasonably withheld or delayed) a hardware or software workaround ('Workaround Fix') which provides an alternative fix or repair and enables the Warranty Incident to be resolved.	MUST
HH-WS-036	If a Workaround Fix is agreed, and is provided by the Supplier, the Warranty Incident must be considered as	MUST

	resolved.	
HH-WS-037	The Workaround Fix must not affect in any way or reduce the scope of the Supplier's obligations associated with the Goods and Services Warranty.	MUST
HH-WS-038	The Supplier must fix and repair all Goods to an acceptable high standard in keeping with the original Functional Requirements of this Schedule 2.1 (Requirements).	MUST
HH-WS-039	To aid Customer asset management the Supplier must notify the Customer, by the appropriate communications method and as soon as reasonably practicable: a) when the Warranty Incident was resolved; b) how it has been resolved (using standardised Supplier resolution codes); and c) the anticipated date the Goods will be returned to the Customer, or returned to the Supplier-held Spares Pool.	MUST
HH-WS-040	The Supplier must provide a standardised written report ('Repair Report') to the Customer by the appropriate communication method to accompany all repaired Goods, detailing: a) unique reference number(s) (e.g. IMEI); b) the RMA Number and date of issue; c) date item was received at the Supplier; d) data item was returned to the Customer, or returned to the Supplier-held Spares Pool; e) Supplier fault classification, description and cause types if applicable; and f) details of the fix or repair undertaken, together with appropriate photographs if this would aid understanding of the repair carried out.	MUST
HH-WS-041	Prior to returning the fixed or repaired Goods to the Customer, or to the Supplier-held Spares Pool, the Supplier must test the Goods as far as reasonably practicable, to avoid the likelihood of returned Goods being rejected by the Customer.	MUST
HH-WS-042	The Supplier must return fixed or repaired Goods to the Customer or the Supplier-held Spares Pool.	MUST
HH-WS-043	The Supplier turn-around time ('Supplier Fix Time') for fixes and repairs must be in accordance with that set out in Schedule 2.2 (Key Performance Indicators).	MUST
HH-WS-044	The Supplier must bear all reasonable costs of shipping the Goods, or replacement Goods including items from any Supplier-held Spares Pool, back to the Customer regardless of the nature of the original reported Warranty	MUST

	Incident.	
HH-WS-045	As soon as reasonably possible following the return of the fixed or repaired Goods to the Customer, the Customer must take the following actions: a) check the Goods and carry out such testing as appropriate to confirm the fix and/or repair has resolved the reported Warranty Incident; and b) confirm to the Supplier by the appropriate communication method whether or not the fix and/or repair has resolved the Warranty Incident.	MUST
HH-WS-046	Where the fix and/or repair, in the opinion of the Customer, has not resolved the Warranty Incident, the Supplier must repeat its obligations under this Warranty Procedure.	MUST
HH-WS-047	If following the second repeat of the Warranty Procedure, the Warranty Incident has still not been resolved, the Customer and the Supplier must agree (each Party acting reasonably) to either: a) choose to deem the Warranty Incident resolved at a reduction to the Charges as may be agreed between the Parties (and if the Parties are unable to agree the amount of the reduced Charges, the amount must be determined in accordance with the Dispute Resolution Procedure); or b) request the Supplier to supply, free of additional charge, such additional, replacement or modified Goods as may be necessary to resolve the Warranty Incident and determine a new date for carrying out further tests.	MUST
HH-WS-048	If the Parties cannot reach an agreement on which action to take under HH-WS-047 within five (5) Working Days of the Contracting Body confirming the Warranty Incident is not resolved following the second repeat of the process either Party may escalate the issue using the Dispute Resolution Procedure set out in Schedule 8.7 (Dispute Resolution Procedure)	MUST
HH-WS-049	Where the Supplier investigates a Warranty Incident, and the Supplier diagnoses that the incident to be outside the scope of the Warranty Services ('Non-Warranty Incidents'), such as not being related to Fair Wear And Tear, the Supplier may charge the Customer for the reasonable costs associated with the investigation.	MUST
HH-WS-050	Where the Supplier investigates a Warranty Incident, and the Supplier diagnoses that the Goods are Beyond Economical Repair (a 'BER Incident') the Supplier must offer the Customer replacement Goods free of charge, including a new Warranty Period or Extended Warranty Period, or the balance of the original Goods' Warranty Period or Extended Warranty Period depending on the	MUST

	Charges.	
HH-WS-051	Where the Supplier investigates a Warranty Incident, and the Supplier cannot diagnose an issue with the Goods ('No Fault Found Incident') the Supplier must notify the Customer via the appropriate communication method to agree next steps before returning the Goods.	MUST
HH-WS-052	The Supplier is to provide services for repairs for Goods that are: a) Non-Warranty Incidents; or b) Goods that are no longer within their Warranty Period or Extended Warranty Period ('Out-Of-Warranty Incidents').	MUST
HH-WS-053	Prior to any repairs being undertaken by the Supplier which may incur a Charge, the Supplier must receive authorisation by the Customer via the appropriate communication method.	MUST
HH-WS-054	All such Charges, and variations thereafter, must be agreed between the Parties in accordance with Schedule 9.3 (Call Off Terms).	MUST
HH-WS-055	The Supplier must replace any Goods that are deemed to have an unacceptable repeat Warranty Incident history (more than three returns within an 18-month period with a similar reported fault), and will replace such Goods with new Goods, together with applicable Warranty Period or Extended Warranty Period, at no extra charge to the Customer.	MUST
HH-WS-056	The Supplier must ensure any Goods, including Devices Beyond Economic Repair or defective batteries or consumables, are disposed of in accordance with the Environmental Standards of Schedule 2.3 (Standards) and the Environmental Protection Initiatives in Schedule 9.3 (Call Off Terms).	MUST
SPARES MANAGEMENT		
HH-WS-057	In accordance with Schedule 9.3 (Call Off Terms), clause 5.12 Access to Spares, the Supplier must provide a sufficient stock of spare Goods to allow the Customer to initiate swaps of faulty Goods, or to address Dead on Arrival/Installation (DOA/DOI) issues.	MUST
HH-WS-058	For Dead On Arrival/Installation (DOA/DOI) issues the Supplier must provide replacement items of the same model and specification to the Customer free of charge including any delivery charges.	MUST
HH-WS-059	The Supplier must allocate a stock of supplied Devices, Ancillaries and Accessories ('Spares Pool') at cost as part of each Order. The number of each type of spare item must be rounded up to the nearest unit.	MUST

HH-WS-060	The Supplier must determine the recommended holding of the Spares Pool based on the Supplier's historical failure rate information of that model, or similar model, and specification where no or limited information exists, and anticipated failure rate reflecting the nature of the Customer's environment and working practices. The Supplier must notify the Customer of the recommended quantities.	MUST
HH-WS-061	The minimum number of Devices and Ancillaries available per Customer must be at least 2% of the total number of such items and types ordered by the Customer during the Term of the Call Off Agreement, unless the total quantity of items ordered and the actual failure rate is such that such a Spares Pool holding would be deemed excessive by the Supplier and/or Customer.	MUST
HH-WS-062	Depending on the Customer requirement, to be set out by the Customer as part of the Customer Goods And/Or Service Requirements of Schedule 9.2 (Order Form) the Spares Pool must either be held: a) by the Supplier, with spare items provided to the Customer on request following the notification of a Warranty Incident; or b) by the Customer for distribution by the Customer as required.	MUST
HH-WS-063	Where an item from the Supplier-held Spares Pool is sent to the Customer following the notification of a Warranty Incident, the Supplier must ensure that: a) the item is dispatched to the Customer within the timescales ('Spares Dispatch Time') set out in Schedule 2.2 (Key Performance Indicators); and b) the Spares Pool is returned to the required minimum holding within 5 Working Days.	MUST
HH-WS-064	Fixed and repaired Goods, and those associated with No Fault Found Incidents, must be returned as applicable to the Supplier-held Spares Pool or the Customer.	MUST
SERVICE MANAGEMENT AND REPORTING		
HH-WS-065	The Supplier must operate within the service regime set out below and in accordance with the indicators set out in Schedule 2.2 (Key Performance Indicators).	MUST
HH-WS-066	The Supplier must measure the Device and Ancillary availability ("Hardware Availability") for each Device and Ancillary type supplied. The Hardware Availability per Measurement Period must be calculated as follows: a) Total Available Time = (total number of Devices / Ancillaries deployed) multiplied by (the total number	MUST

	of hours in the Measurement Period) b) Failure Rate % = 100 multiplied by (total hours Devices / Ancillaries are not available) divided by (Total Available Time) c) Hardware Availability % = 100% minus Failure Rate % Devices and Ancillaries held as part of any Supplier-held Spares Pool and Non-Fair Wear And Tear Incidents and No Fault Found Incidents will be treated as being available for the purposes of this calculation. For calculation purposes: a) the time that Devices/Ancillaries are not available must start when the Customer notifies the Supplier of a Warranty Incident; b) the time that a returned Device becomes available is when the Device/Ancillary leaves the Supplier's premises and the Customer has been notified, or when the Device/Ancillary is returned to the Supplier-held Spares Pool. c) The whole number of days that the Device/Ancillary is within the repair loop must be counted, ignoring the time of day when the Warranty Incident was raised with the Supplier or the Device made available again. *<u>For illustrative purposes only:</u> if there are 1,648 devices deployed (1,600 in service with the Customer plus 48 in a Supplier-held Spares Pool) and four of these devices fail during the Measurement Period (in this case the month of July with 31 days) and Devices take 9, 5, 14 and 10 days respectively to repair and be made available again then the:* *a) Total Available Time = 24 hours x 31 days x 1648 items = 24 x 51,088 hours* b) *Failure Rate % = 100 x 24 hours x (9 + 5 + 14 + 10) days / 24 x 51,088 = 0.074* c) *Hardware Availability % = 100 – 0.074 = 99.92%*	
HH-WS-067	The Supplier must provide the following reports ('Service Reports'): a) details of all Customer-related Warranty Incidents and Dead on Arrival incidents during the previous Measurement Period, shown by calendar month, including details of fixes / repairs undertaken and Non-Warranty Incidents, No Fault Found Incidents and BER Incidents etc.; b) Hardware Availability by type of Device, Ancillary and Accessory if applicable; c) Performance of the Warranty Services in accordance with the requirements of Schedule 2.1 (Key Performance Indicators); d) details relating to the movement of Goods and their	MUST

	status during the Measurement Period (for example number of items by type returned, in transit to / from Customer, in repair, held as stock, new items supplied to replace beyond economic repair Goods etc.); e) historical trend analysis including by month and rolling quarterly and annual statistics including Mean Time Between Failure calculations, including the reasons for any significant changes to any performance measure; f) actions and progress arising from previous Service Reviews.	
HH-WS-068	Service Reports must be provided no later than the 10th Working Day of the month following the end of the previous calendar month.	MUST
HH-WS-069	The Service Reports must be provided: a) by email to the Customer; and b) where provided made available on the Supplier-provided web portal.	MUST
HH-WS-070	The Supplier must appoint a single point of contact ('Supplier Service Manager') for the duration of each Goods' Warranty Period or Extended Warranty Period.	MUST
HH-WS-071	The Supplier Service Manager must take part in periodic service reviews ('Service Reviews') held every six months and no less than annually at the Customer's discretion, or more frequently in the case of Endemic Faults or high levels of Warranty Incidents or where in the opinion of the Customer or Authority urgent remedial action is required.	MUST
HH-WS-072	The Service Reviews must provide a formal mechanism to review the performance of the Supplier's Warranty Services and overall performance of the Goods and Services, and to provide a basis for corrective action and continuous improvement.	MUST
HH-WS-073	Customer and Supplier representatives, including where required the Authority, must attend the Service Reviews.	MUST
HH-WS-074	The Supplier must nominate a Supplier Representative to act as an escalation contact point for the Customer, and Authority, to: a) expedite the resolution of issues or service requests associated with the Warranty Services or Hardware And Software Support Services; and b) manage Disputes in accordance with the requirements of Schedule 8.7 (Dispute Resolution Procedure).	MUST
HH-WS-075	The Supplier must store all records, information, incident details, reports and Service Reports on an appropriate	MUST

	Supplier-managed system to allow such information to be retrieved at a later date as required by the Customer.	
ORDER FULFILMENT SERVICE		
HH-WS-076	To facilitate ordering of Goods in accordance with Schedule 9.1 (Call Off Terms) and Schedule 9.3 (Call Off Terms) the Supplier must provide an Order Fulfilment Service.	MUST
HH-WS-077	The Order Fulfilment Service must provide a mechanism to: a) receive Customer orders substantially in the form of the template Order Form set out in Schedule 9.2 (Order Form); b) acknowledge such orders within the timescales agreed and/or set out in Schedule 9.1 (Call Off Terms); c) answer and resolve any queries arising about the Catalogue, or the Order or the Order Form itself; and d) provide a mechanism to keep the Customer informed of the progress of their order, delivery dates and potential delays arising.	MUST
HH-WS-078	The Supplier must provide a single point of contact to allow the Customer to: a) email the Supplier with their query; and b) optionally telephone the Supplier during Service Desk Hours with their query.	MUST
OTHER SERVICES		
HH-WS-079	The Supplier must provide access to one or more technical resources to assist the Customer, or Customer authorised third-party supplier, in any technical queries, investigations, diagnostics or issues arising from the use of the Supplier's Device, Ancillary or Accessory as part of the Emergency Services Network or in conjunction with Customer-supplied equipment or services.	MUST

ANNEX 6 - HARDWARE & SOFTWARE SUPPORT SERVICES

Overview

This Framework Schedule 2.1, Annex 5 describes the Hardware and Software Support Services to be provided by the Supplier for all Goods, including Device, related Ancillaries and Accessories, supplied by the Supplier.

Ref.	Requirement	Compliance
HARDWARE SUPPORT		
HH-HSP-001	The Supplier must make the Customer, and Authority, aware in good time of planned product updates ('Product Roadmap') to the Goods and Services provided under the Framework Agreement and any planned withdrawal of products from sale ('End Of Life Product')	MUST
HH-HSP-002	The Product Roadmap and any End Of Life Product intentions must be communicated as part of the regular Service Reviews, or as soon as possible where Service Reviews are held annually, so that the Customer, and Authority, can plan accordingly.	MUST
HH-HSP-003	Where the Supplier is replacing a current Device, Ancillary or Accessory with a newer item the Supplier must inform the Authority 6 months in advance of the newer item becoming available for sale.	MUST
HH-HSP-004	The Product Roadmap must include: a) details of the new or revised product; b) its key characteristics and technical specification; c) its ability to interwork with existing Goods and Services supplied by the Customer; and d) any modifications that might be required to operate with existing Ancillaries or Accessories as applicable.	MUST
HH-HSP-005	Where the Supplier has determined to withdraw an End Of Life Product, and where a like-for-like replacement is not being provided (in particular where existing Ancillaries and Accessories will be affected) the Supplier must: a) inform all affected Customers and the Authority 18 months ahead of the planned withdrawal date to allow time to undertake an initial impact assessment; b) provide detailed technical specifications to the Customer 12 months ahead of the planned withdrawal date; c) for Devices and related Ancillaries supply the new items 3 months in advance for NATS compliance	MUST

	testing; and d) make a number of new Devices and Ancillaries available to Customers as soon as possible during the process (for example pre-production, pre-NATS, and post-NATS compliance testing) to allow the Customer and Authority to gain an appreciation of the new item.	
HH-HSP-006	The Supplier must make available a sufficient quantity of End Of Life Product items (including Devices, Ancillaries, Accessories and spare components to undertake repairs to Goods in accordance with warranty requirements and maintain Spares Pools) as Swap Stock where the Supplier does not plan a like-for-like replacement.	MUST
HH-HSP-007	The Supplier must calculate the quantity of Swap Stock and spare components required based on the average Warranty Incident rate (including Non-Warranty Incident and BER Incident rates) of the 24 months prior to the planned date of withdrawal of the End Of Life Product. The Customer and Supplier must mutually agree the proposed quantities.	MUST
HH-HSP-008	The Supplier must maintain such Swap Stock and spare components for a period of three (3) years following the withdrawal of the End Of Life Product.	MUST
SOFTWARE SUPPORT SERVICES		
HH-SSP-001	At the request of the Customer, or Authority, the Supplier must ensure that the Mobile Device and Application Management root certificate, and MDAM client is pre-installed on the Device as part of the Software.	MUST
HH-SSP-002	The Supplier must ensure that any Supplier-supplied Software used by the Device, Ancillary or Accessory is upgradable throughout the anticipated life of the item.	MUST
HH-SSP-003	The Supplier must provide on a regular basis: a) software fixes and updates (‘Software Updates’); and b) security-related updates (‘Security Updates’) The Supplier must make the Customer, and Authority, aware as far as reasonably possible in advance of the planned introduction of these updates (‘Software Roadmap’).	MUST
HH-SSP-004	The Software Roadmap, and any End Of Life Product implications associated with the Software Roadmap, must be communicated as part of the regular Service Reviews, or more regularly where Service Reviews are held annually, so that the Customer, and Authority, can plan accordingly.	MUST

HH-SSP-005	Security Updates must be made available by the Supplier from the sale of the last Device, Ancillary or Accessory, as applicable, for up to five (5) years.	MUST
HH-SSP-006	The Supplier must make updates where the operational integrity of the Device, Ancillary or Accessory as applicable may be affected ('Critical Updates') available as quickly as possible.	MUST
HH-SSP-007	The Supplier must resolve Software or firmware issues and defects in alignment with the following priorities ('Software Update Priorities'): a) Priority 1: Issues with a high actual or potential impact on the Customer's service where no viable Workaround Fix exists and/or affects the majority of End Users rendering the product or any substantial functionality of the product unusable or at serious risk. For the avoidance of doubt all Critical Updates must be classed as Priority 1; b) Priority 2: Issues that result in serious inconvenience to the End User or substantially impacts the working operation of the product or End User and where no viable Workaround Fix exist; and c) Priority 3: Issues with minimal impact to the Customer's service or End User where an acceptable Workaround Fix exists which limits any serious loss of functionality. The timescales associated with each Priority are set out in Schedule 2.2 (Key Performance Indicators).	MUST
HH-SSP-008	The Supplier must ensure that any Software Updates, Critical Updates or Security Updates are backward compatible with the Device, Ancillary or Accessory hardware, firmware, operating system, applications and interfaces as applicable.	MUST
HH-SSP-009	Updates to the operating system ('Operating System Updates') must only be made in agreement with the Customer, Authority and Supplier.	MUST
HH-SSP-010	For each Software Update, Critical Update and Security Update the Supplier must provide written details ('Update Documentation') to the Customer and Authority of: a) which Devices, Ancillaries or Accessory the update is applicable for; b) the criticality of the update; c) the major and minor change(s) made to the Software, including any changes to performance, features or functionality; d) as applicable the bug fix details; and e) the approach required to distribute the change (such as via the Mobile Device and Application	MUST

	Management, or local updates for Accessories), or subsequent configuration or test requirements after the update has been applied.	
HH-SSP-011	The Supplier must provide Update Documentation at least one (1) month prior to the planned NATS compliance testing and subsequent release date, except in the case of Critical Updates or Security Updates where time may be of the essence.	MUST
HH-SSP-012	The Supplier must test, as far as reasonably practicable, all Software Updates, Critical Updates and Security Updates prior to NATS compliance testing to ensure that the update: a) resolves the issue or defect or delivers the required functionality; b) does not, as far as possible, impact the existing performance, features, functionality or interfaces; and c) does not have any untoward impact on the other Supplier-provided applications.	MUST
HH-SSP-013	All Software, Software Updates, Critical Updates and Security Updates must be approved in accordance with the NATS compliance testing requirements.	MUST
HH-SSP-014	The Supplier must be responsible for the cost of all NATS compliance testing, and any subsequent re-testing, of the Supplier's Software, Software Updates, Critical Updates and Security Updates.	MUST
HH-SSP-015	Any additional Software pre-installed on a Device at the request of the Customer must be approved in accordance to the NATS compliance testing requirements.	MUST
HH-SSP-016	The Supplier must provide an Other Catalogue Item for NATS compliance testing where the Customer requests that the Supplier undertake approvals on their behalf of Customer-supplied Software.	MUST

Method Satements

B1	Service Management	Bidder guidance
A	The Bidder is to provide a method statement detailing how the Bidder intends to provide the complete end to end process for the provision of the Warranty services for the ESN LTE Mobile Handheld Devices and accessories (including, but not limited to the management and resolution of Warranty Incidents, service requests and Return and Repair) in accordance with the requirements set out in Schedule 2.1.	*Responses must be limited to a total of 20 A4 pages for parts A and B, with 11pt Arial text, including all diagrams and images. Responses that go beyond the page limit will be truncated to the limit and*

Response to be submitted as a separate attachment labelled [Bidder name]_B1A		*only that evaluated.* *Responses will be evaluated in accordance with the Evaluation Criteria stated in this ITT.* Weighted to 7.5 marks available equally weighted between parts A and B. The method statements will be incorporated into Schedule 4.1 (Supplier Solution).
B	The Bidder is to provide a method statement detailing how the Bidder intends to provide the complete end to end process for the provision of the Order fulfilment services for the ESN LTE Mobile Handheld Devices and accessories in accordance with the requirements set out in Schedule 2.1.	
Response to be submitted as a separate attachment labelled [Bidder name]_B1B		

B2	**Supply Management**	**Bidder guidance**
A	The Bidder is to provide a method statement detailing its plan for the development and production of ESN LTE Mobile Handheld Devices and their Accessories. The method statement is to include the plan (including timing and milestones) and process the Bidder will undertake to supply the ESN LTE Handheld Devices in accordance with the timescales detailed in the ITT and to meet the requirements stated in Schedule 2.1.	*Responses must be limited to a total of 20 A4 pages for parts A and B, with 11pt Arial text, including all diagrams and images. Responses that go beyond the page limit will be truncated to the limit and only that evaluated.* *Responses will be evaluated in accordance with the Evaluation Criteria stated in this ITT.* Weighted to 7.5 marks available equally weighted between parts A and B. The Method statement will be incorporated into Schedule 4.1 (Supplier Solution).
Response to be submitted as a separate attachment labelled [Bidder name]_B2A		
B	The Bidder is to provide a method statement detailing how the Bidder will maintain supply of ESN LTE Mobile Handheld Devices and their Accessories (in accordance with the requirements detailed in Schedule 2.1) during the term of the Framework Agreement. The method statement is to include (but not be limited to): • what supply provisions the Bidder will undertake to deliver promptly to ordering by UOs (including but not limited to stocking levels and production processes for the provision of large quantities of ESN LTE Mobile Handheld Devices and their Accessories that may be called off by UOs; and • the product lifecycles of products that the Bidder proposes for the ESN Handheld Devices and their Accessories at commencement of the Framework Agreement and their proposed replacements using	

	the term of the Framework Agreement and extensions (including the timings and milestones to achieve readiness for UOs to order).	
Response to be submitted as a separate attachment labelled [Bidder name]_B2B		

C	Confirmation that the Bidder has confirmed the timescales for delivery of ESN LTE Handheld Devices and their Accessories in the Delivery Timescales Spreadsheet appended to the ITT.	Please Select	*The Bidder is to complete the Order Lead-time Schedule.* *Response will be used as part of the Contract as timescales not to exceed.*

B3	**Performance Management**	**Bidder guidance**
A	The Bidder is to provide a method statement detailing how the Bidder intends to measure, monitor and report on performance for the KPIs detailed in Schedule 2.2 (Key Performance Indicators).	*Responses must be limited to a total of 20 A4 pages for parts A and B, with 11pt Arial text, including all diagrams and images. Responses that go beyond the page limit will be truncated to the limit and only that evaluated.* *Responses will be evaluated in accordance with the Evaluation Criteria stated in this ITT.* Weighted to 10 marks available equally weighted between parts A and B. The Method statement will be incorporated into Schedule 4.1 (Supplier Solution).
Response to be submitted as a separate attachment labelled [Bidder name]_B3A		
B	The Bidder is to provide a method statement detailing how the Bidder intends to maintain (including how it intends to address service performance issues) and improve performance over the term of the Framework Agreement in accordance with meeting and continuously improving on the performance in accordance with the KPIs detailed in Schedule 2.2 (Key Performance Indicators).	
Response to be submitted as a separate attachment labelled [Bidder name]_B3B		

B4	**Security Management**	**Bidder guidance**
The Bidder is to provide an Initial Security Management Plan that provides in summary form the Bidder's plan for the security addressing each of the requirements detailed in paragraph 3.2 of Schedule 2.4 (Security). The Initial Security Management Plan is to include timescales and the approach to completion of the Security Management Plan within twenty		*Responses must be limited to 15 A4 pages, with 11pt Arial text, including all diagrams and images. Responses that go beyond the page limit will be*

(20) Working Days after the Framework Commencement Date as per clause 3.1 of the Schedule 2.4 (Security).	*truncated to the limit and only that evaluated.* *Responses will be evaluated in accordance with the Evaluation Criteria stated in this ITT.* This will be evaluated on a Pass/Fail basis. The Initial Security Management Plan will be incorporated into Schedule 2.4 (Security) at Appendix 2.
Response to be submitted as a separate attachment labelled [Bidder name]_B4	

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 2.2 (Key Performance Indicators)

FRAMEWORK SCHEDULE 2.2

KEY PERFORMANCE INDICATORS

1. GENERAL

1.1 The purpose of this Framework Schedule is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Initial Framework Period and Extension Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause 28 (Variation).

1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8.2 (Framework Management) and shall meet the KPI Targets identified in the table below.

Key Performance Indicator (KPI)	**KPI Target**	**Measured by**
All MI Reports to be returned to the Authority within seven (7) days of the beginning of each Month.	100%	Confirmation of receipt and time of receipt by the Authority as evidenced within the Authority's MI system.
Customer satisfaction.	Overall positive (greater than 0) score in all surveys carried out by the Authority.	Positive (greater than 0) score in any survey carried out by the Authority.
Response to further competitions.	100%	The Supplier shall respond to all further competition requests with response to tender documents.
Lead time.	100 %	Deliveries to be made within the timescales stated in Framework Agreement based on volumes ordered
Invoicing.	≥ 95%	The Supplier shall issue invoices to the Contracting Body within five (5) Working Days of the receipt of delivery by the Contracting Body.
Customer Rejects/Returns.	≤ 3% of cumulative order quantities	The Supplier shall measure the number of items associated with an Order where: a) the delivery quantities are incorrect (less than, or more than the order quantity, Over-Delivered Goods); or b) Goods are Damaged or lost (Undelivered Goods); or c) Goods are DOA, or DOI; or d) Otherwise rejected and not accepted. The metric shall then be calculated as the cumulative total of missing, over-delivered, damaged, lost, dead on arrival, dead on installation and reject items associated with all Orders to that point in time divided by the number of actually ordered quantities to that point in time.

Notification Timescales	4 Service Desk Hours, ≥95% of the time	The Supplier shall measure the duration of each Warranty Incident from the time the incident is notified to the Supplier by the Customer to the time the Supplier responds to the Customer and provides a RMA Number. Where a Warranty Incident is reported to the Supplier but the response spans a Working Day the elapsed time in hours and minutes shall be counted for the purposes of calculating the metric.
Supplier Fix Time (Mean Time To Repair)	10 Working Days, ≥90% of the time	The Supplier shall measure the time from when the Device and/or Ancillary is received at the Supplier's repair centre or premises (excluding any transit time between the Customer and the Supplier) until the Device and/or Ancillary is fixed, repaired and tested, and despatched to the Customer or otherwise returned to the Supplier-held Spares Pool.
Spares Dispatch Time (applicable where there is a Supplier-held Spares Pool)	24 Working Hours, ≥95% of the time	The Supplier shall measure the time from when the Customer requests a spare item from the Supplier-held Spares Pool to the time the Supplier dispatches the item to the Customer.
Hardware Availability	≥99.20%	The Supplier shall measure the Hardware Availability in accordance with the requirements set out in Annex 4 Warranty Services of Schedule 2.1 (Requirements). All calculations shall be rounded to the nearest 2 decimal places.
Enquiries	4 Working Hours, ≥ 95% of the time	The Supplier shall measure the time to respond to email, or other form of instantaneous enquiry, from the time the Customer enquiry is received to the time the Supplier responds to the Customer. Where an Enquiry is reported to the Supplier but the response spans a Business Day the elapsed time in hours and minutes shall be counted for the purposes of calculating the metric.
Software Update Priorities: Priority 1	The Supplier is required to provide a Workaround Fix within five (5) Working Days. An update or Critical Update shall be provided within thirty (30) Working Days.	The calculations shall: a) start from the first Working Day when the Supplier was notified of the issue by the Customer or became aware of the issue from other sources; and b) end on the Working Day when the Workaround Fix or Critical Update is made available for general distribution to the Customer's End Users, following NATS compliance testing.
Software Update Priorities: Priority 2	The Supplier is required to provide a Workaround Fix if applicable within ten (10) Working Days. An update shall be provided within sixty (60)	The calculations shall: a) start from the first Working Day when the Supplier was notified of the issue by the Customer or became aware of the issue from other sources; and b) end on the Working Day when the

	Working Days.	Workaround Fix or Software Update or Security Update is made available for general distribution to the Customer's End Users, following NATS compliance testing.
Software Update Priorities: Priority 3	The Supplier shall use reasonable endeavours to provide an issue avoidance procedure within a reasonable period. An update shall be provided within one-hundred and twenty (120) Working Days.	The calculations shall start from the first Working Day when the Supplier was notified of the issue by the Customer or became aware of the issue from other sources; and end on the Working Day when the Software Update or Security Update is made available for general distribution to the Customer's End Users, following NATS compliance testing.
DoA/DoI Swaps *(in accordance with Schedule 9.3 (Call Off Terms))*	48 Working Hours, ≥90% of the time	The Supplier shall measure the time between the Customer notifying the Supplier of the requirement for a swap associated with a DOA/DOI issue, and receipt by the Customer of a swapped device.

2. SATISFACTION SURVEYS

2.1 In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services to Contracting Bodies ("**Satisfaction Surveys**").

2.2 The Authority shall be entitled to notify the Supplier of any aspects of the Supplier's performance which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the relevant terms.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 2.3 (Standards)

SCHEDULE 2.3

STANDARDS

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

"**Standards Hub**"	the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/
"**Suggested a submission to suggest the adoption of new or Challenge**"	emergent standards in the format specified on Standards Hub

2. GENERAL

2.1 Throughout the Initial Framework Period and Extension Framework Period, the Parties shall monitor and notify each other of any new or emergent standards which could affect the provision and/or receipt of the Goods and/or Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Variation Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the provision and/or receipt of the Goods and/or Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

2.4 Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

3. TECHNOLOGY AND DIGITAL SERVICES PRACTICE

3.1 The Supplier should note (when designing and providing Goods and/or Services to the Authority and/or any other Contracting Body which is a Crown Body) the intention of the Authority to conform to HM Government's ICT Strategy and the set of standards related to that strategy.

3.2 The Supplier shall (when designing, implementing and providing the Goods and/or Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html.

4. OPEN DATA STANDARDS & STANDARDS HUB

4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Framework Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at http://standards.data.gov.uk/).

Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Framework Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

4.3 The Supplier shall ensure that all documentation published by or on behalf of any Contracting Body pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

5. TECHNOLOGY ARCHITECTURE STANDARDS

5.1 Where there is a requirement under this Framework Agreement, the Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with TOGAF 9.1 or its equivalent, then this shall be deemed acceptable.

6. ACCESSIBLE DIGITAL STANDARDS

6.1 The Supplier shall comply with (or with equivalents to):

6.1.1 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and

6.1.2 ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

7. SERVICE MANAGEMENT SOFTWARE & STANDARDS

7.1 Where there is a requirement under this Framework Agreement and subject to paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and Government standards and best practice guidelines in the management of the provision of the Services, including the following and/or their equivalents:

7.1.1 ITIL v3 2011;

7.1.2 ISO/IEC 20000-1 2011 "**ITSM Specification for Service Management**";

7.1.3 ISO/IEC 20000-2 2012 "**ITSM Code of Practice for Service Management**";

7.1.4 ISO 10007 "**Quality management systems management**"; and Guidelines for configuration;

7.2 For the purposes of the provision of the Goods and/or Services, the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

8. ENVIRONMENTAL STANDARDS

8.1 The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Initial Framework Period and Extension Framework Period. The Supplier shall follow a sound environmental management policy, ensuring that all Goods and Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.

8.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).

8.3 The Supplier shall (when designing, procuring, implementing and providing the Goods and/or Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

8.4 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier shall ensure that any data centre used in providing the Goods and/or Services are registered as a Participant under such Code of Conduct.

8.5 The Supplier shall comply with the Authority and Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "**Greening Government: ICT Strategy issue (March 2011)**" at https://www.gov.uk/government/publications/greening-government-ict-strategy.

9. HARDWARE SAFETY STANDARDS

9.1 The Supplier shall comply with those BS or other standards relevant to the provision and/or receipt of the Goods and/or Services, including the following or their equivalents:

9.1.1 any new hardware required for the provision of the Goods and/or Services, shall conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

9.1.2 any new audio, video and similar electronic apparatus required for the provision of the Goods and/or Services, shall conform to the following standard: BS EN 60065:2002+A12:2011 or any subsequent replacements;

9.1.3 any new apparatus for connection to any telecommunication network, and required for the provision of the Goods and/or Services, shall conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.

9.2 Where required to do so as part of the provision of Goods and/or Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Framework Agreement in accordance with the relevant health and safety regulations.

10. RADIO STANDARDS/OS STANDARDS

10.1 The Devices shall comply to the EE MNRI EE000269.

10.2 The Devices shall comply to the UDDS MOT000216.

11. QUALITY ASSURANCE

11.1 The Supplier must procure that the relevant Subcontractors maintain ISO 9002 certification or an equivalent auditable quality assurance and control certification. The Supplier will procure that such Subcontractors provide certificates of quality assurance and comply with applicable legal requirements in the Territory in respect of the Product(s) supplied under this Contract.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 2.4 (Security)

1. DEFINITIONS

In this Framework Schedule and any Call Off Agreement, the following definitions shall apply:

"**Breach of Security**"	(a)	any unauthorised access to the Services or use of the Goods or Services; and/or
	(b)	the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Personal Data), used by the Authority and/or the Supplier in connection with this Framework Agreement and/or any Call Off Agreement; and/or
	(c)	compromise of a Device during the manufacturing, supply and repair
	in any case as more particularly set out in the Security Requirements in Framework Schedules 2.1 (Requirements) and 2.3 (Standards) and the Baseline Security Requirements.	
"**Security Policy Framework**"	the Security Policy Framework published by the Framework Cabinet Office as updated from time to time including any details notified by the Authority to the Supplier.	

2. INTRODUCTION

2.1 The Parties acknowledge that the purpose of the Security Management Plan is to ensure a good organisational approach to security under which the specific requirements of this Framework Agreement and each Call Off Agreement entered into under this Framework Agreement will be met.

2.2 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Authority Personal Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Authority Personal Data remains under the effective control of the Supplier at all times.

2.3 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Authority.

2.4 The Supplier shall notify the Authority and the relevant Other Contracting Body (as applicable) where a compromise of either the Supplier, the Authority's or the Other Contracting Body's security provisions represents an unacceptable risk to the Authority or the Other Contracting Body (as applicable) requiring immediate communication and co-operation between the Parties.

3. SECURITY MANAGEMENT PLAN

3.1 Within twenty (20) Working Days after the Framework Commencement Date, the Supplier shall prepare and submit to the Authority for approval in accordance with paragraph 3.3 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 3.2.

3.2 The Security Management Plan shall:

3.2.1 detail the process for managing any security risks from Sub-Contractors and third parties;

3.2.2 detail the security design, development and build cycle and the integrity of the supply chain (materials and services);

3.2.3 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Goods and Services and all processes associated with the provision of the Goods and Services;

3.2.4 Provide evidence of the security provenance for the handheld mobile device. This may include evidence of the Security Development Lifecycle applied to the product, or how the Secure by Design thinking has been applied to the device engineering.

3.2.5 Provide details of how security within the supply chain is managed to support assurance of the integrity of the Goods and Services

3.2.6 Describe the process and timescales for ongoing security support of the Goods and Services including the identification of vulnerabilities, and the management of the remediation of them.

3.2.7 provide details of the security incident management process where incidents have been identified from any aspect of the Good and Services. This must include details of "what constitutes a security incident", and the process that is used to look for issues that could be identified as an incident (such as an audit or testing process). Following identification of a security incident, the process to manage and resolve the incident must be included. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and Services and all processes associated with the provision of the Goods and Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and the Services comply with the provisions of this Framework Schedule;

3.2.8 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the provision of the Goods and/or Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Framework Schedule;

3.2.9 be in accordance with the Security Policy Framework; and

3.2.10 be in accordance with current National Cyber Security Centre guidance e.g. End User Devices.

3.3 If the Security Management Plan submitted to the Authority pursuant to paragraph 3.1 is approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Framework Schedule. If the Security Management Plan is not approved by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Authority pursuant to this paragraph 3.3 may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 3.2 shall be deemed to be reasonable.

3.4 Approval by the Authority of the Security Management Plan pursuant to paragraph 3.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Framework Schedule.

4. AMENDMENT AND REVISION OF AND SECURITY MANAGEMENT PLAN

4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least every six (6) Months to reflect:

4.1.1 emerging changes in Good Industry Practice;

4.1.2 any change or proposed change to the Goods and/or the Services and/or associated processes;

4.1.3 any new perceived or changed security threats; and

4.1.4 any reasonable change in requirement requested by the Authority.

4.2 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:

4.2.1 suggested improvements to the effectiveness of the Security Management Plan;

4.2.2 updates to the risk assessments;

4.2.3 proposed modifications to respond to events that may impact on the Security Management Plan including the security incident management process, incident response plans and general procedures and controls that affect information security; and

4.2.4 suggested improvements in measuring the effectiveness of controls.

4.3 Subject to paragraph 4.4, any change which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out pursuant to paragraph 4.1, an Authority request, a change to Framework Schedule 2.1 (Requirements) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until approved in writing by the Authority.

4.4 The Authority may, where it is reasonable to do so, approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Framework Agreement.

5. BREACH OF SECURITY

5.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the Security Management Plan upon becoming aware of any Breach of Security or attempted Breach of Security including but not limited to:

5.1.1 Unauthorised code or malware being identified within the firmware provided for the handheld mobile device.

5.1.2 Unauthorised hardware (including counterfeit hardware) identified within the scope of the supply chain for the handheld mobile device.

5.1.3 Unauthorised functionality or security vulnerability identified in the hardware used in the handheld mobile device

5.1.4 Loss or compromise of cryptographic assets that could impact the integrity of the handheld mobile device

5.1.5 Loss or compromise of source code or equivalent assets that could support security compromise of the handheld mobile device

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority or where applicable the Other Contracting Body) necessary to:

(a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security to the extent possible;

(c) notify the Authority that a Security Incident has occurred, with summary details as currently understood.

(d) Update the Authority as details of the Security Incident are either corrected or further details become available

(e) apply a tested mitigation against any such Breach of Security;

(f) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure; and

(g) supply any requested data to the Authority or the Computer Emergency Response Team for UK Government ("**GovCertUK**") on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

5.2.2 as soon as reasonably practicable provide to the Authority full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Baseline Security Requirements or security requirements (as set out in Framework Schedule 2.1 (Requirements)) or the requirements of this Framework Schedule, then any required change to the Security Management Plan shall be at no cost to the Authority.

APPENDIX 1

BASELINE SECURITY REQUIREMENTS

6. HIGHER CLASSIFICATIONS

6.1 The Supplier shall not handle Contracting Body information classified SECRET or TOP SECRET

7. END USER DEVICES

7.1 Handheld mobile device must support the security requirements set out in the End User Devices: Security Principles document (see https://www.ncsc.gov.uk/guidance/end-user-devices-security-principles) for mobile devices, with specific attention given to the following sections:

7.1.1 Assured data-at-rest protection (Hardware-backed key store)

7.1.2 Authentication (for installation of root CA certificate)

7.1.3 Device Update Policy (for timely security patches/updates).

7.2 Firmware updates will be managed by the Mobile Device Management solution, hence no communication should either be required or attempted by the handheld mobile device to services outside of the ESN ecosystem. Exceptions to this must be identified with detailed information and suitable justification and subject to Authority approval.

8. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

8.1 The supplier must adhere to current UK data protection legislation (Data Protection Act 1998, and the General Data Protection Regulation from 25 May 2018) for any Authority-related data, and support the processes required to demonstrate compliance with the principles of the legislation.

8.2 The Supplier shall:

8.2.1 provide the applicable Contracting Body with all Authority Personal Data on demand in an agreed open format;

8.2.2 securely destroy all media that has held Authority Personal Data at the end of life of that media in line with Good Industry Practice; and

8.2.3 securely erase any or all Authority Personal Data held by the Supplier when requested to do so by the Authority.

9. PERSONNEL SECURITY

9.1 Supplier Personnel employed to work on Goods and/or Services, and/or on systems that store or process Authority Personal Data shall be subject to pre-employment checks that include, as a minimum: employment history for at least the last three years, identity, and unspent criminal convictions.

9.2 The Supplier Personnel are expected to undergo the necessary HMG security vetting where it is deemed necessary by the Authority where accessing products, services, and systems that are above the HMG security classification that requires such clearances except where agreed with the Authority in writing.

9.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing products, services, and systems which store, process, or are used to manage Authority Personal Data except where agreed with the Authority in writing.

APPENDIX 2

INITIAL SECURITY MANAGEMENT PLAN

This plan is in Schedule 4.1 Annex 10

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 2.5 (Insurance)

INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

1.1 Without prejudice to its obligations to the Authority under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Framework Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Appendix 3 and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.

1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.3 The Insurances shall be taken out and maintained with insurers who are:

1.3.1 of good financial standing;

1.3.2 appropriately regulated; and

1.3.3 except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.

1.4 Where any Insurances are provided by an Affiliate of the Supplier, the Supplier shall provide to the Authority on the Framework Commencement Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from the Authority evidence of good financial standing of the relevant Affiliate in a form satisfactory to the Authority. The Authority shall not make any such request more than annually.

1.5 The Supplier shall ensure that the third party public and products liability policy shall contain an indemnity to principals clause or additional insureds equivalent under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods and/or Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

2.1 Without limiting the other provisions of this Framework Agreement, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Goods and Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF INSURANCES

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

5. AGGREGATE LIMIT OF INDEMNITY

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

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

(a) details of the policy concerned; and

(b) its proposed solution for maintaining the minimum limit of indemnity specified; and

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

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or

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

6. CANCELLATION

6.1 Subject to paragraph 6.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 Without prejudice to the Supplier's obligations under paragraph 4, paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Framework Schedule.

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Goods and/or the Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Goods and/or the Services and/or this Framework Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of £100,000 relating to or arising out

of the provision of the Goods and/or the Services and/or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

APPENDIX 3

REQUIRED INSURANCES

PART 1

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

8. Insured

The Supplier

9. Interest

9.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

9.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

9.1.2 loss of or damage to property,

happening during the period of insurance (as specified in paragraph 1.1) and arising out of or in connection with the provision of the Goods and/or the Services and in connection with this Framework Agreement.

10. Limit of indemnity

Not less than £10,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £10,000,000 in the aggregate per annum in respect of products and pollution liability.

11. Territorial limits

United Kingdom

12. Period of insurance

From the date of Framework Execution Date for the Initial Framework Period and Extension Framework Period and renewable on an annual basis unless agreed otherwise by the Authority in writing.

13. Cover features and extensions

Indemnity to principals or additional insured clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods and/or Services and for which the Supplier is legally liable.

14. Principal exclusions

14.1 War and related perils.

14.2 Nuclear and radioactive risks.

14.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

14.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

14.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

14.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

14.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

14.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

15. Maximum deductible threshold

Not to exceed ***[£REDACTED]*** for each and every third party property damage claim (personal injury claims to be paid in full).

PART 2

UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including United Kingdom employers' liability insurance (of £5,000,000 each and every occurrence the number of occurrences being unlimited in any annual period of insurance) and motor third party liability insurance as required by Law for the purposes of this Framework Agreement.

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Schedule 3 (Authority Responsibilities)

SCHEDULE 3

AUTHORITY RESPONSIBILITIES

1. INTRODUCTION

1.1 The responsibilities of the Authority set out in this Framework Schedule shall constitute the Authority Responsibilities under this Framework Agreement. Any obligations of the Authority in Framework Schedule 2.1 (Requirements) and Framework Schedule 4.1 (Supplier Solution) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities".

1.2 The responsibilities specified within this Framework Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. GENERAL RESPONSIBILITIES

2.1 The Authority shall perform the responsibilities set out in the table below throughout the Initial Framework Period and Extension Framework Period:

Authority Responsibility	Description
General	Perform those obligations of the Authority which are set out in the Clauses of this Framework Agreement and the Paragraphs of the Schedules (excluding Framework Schedule 2.1 (Requirements) and Framework Schedule 4.1 (Supplier Solution).
Access to staff	Use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout Initial Framework Period and Extension Framework Period.
Staff	Provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Framework Agreement.
Access to documentation	Use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Framework Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority.

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Framework Agreement
relating to handheld mobile devices
(Single Mode)
Schedule 4.1 (Supplier Solution)

[SCHEDULE REDACTED]

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Schedule 4.2 (Commercially Sensitive Information)

FRAMEWORK SCHEDULE 4.2
COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Location of Commercially Sensitive Information	Duration of Confidentiality
1.	*3/8/17*	*Samsung Electronics documents B1A, B1B, B2A, B2B, B3A, B3B, B4, Technical reference document, Requirements Compliance Document, Schedule 7.1*	*Inserted to Bravo portal*	5 years
2.	3/8/17	AET spreadsheet, Delivery Timescales spreadsheet (B2C)	*Inserted to Bravo portal*	*5 Years*
3.	Date of Framework Agreement	Samsung technical solution being delivered under this Framework Agreement Samsung description of its internal operations	*Schedule 4.1*	*5 years*

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Schedule 4.3 (Key Personnel)

KEY PERSONNEL

Key Role	Name of Key Personnel	Responsibilities	Phase of the project during which they will be a member of Key Personnel	Minimum Period in Key Role
Programme Director	[REDACTED]	The Supplier's lead representative who shall have overall management and ownership of the Suppliers' delivery of its obligations under this Agreement and shall have sufficient seniority to be able to finalise any agreement with the Authority and setting any Mutli-Party Disputes	All	Six (6) Months
Supplier Representative	[REDACTED]	The Supplier Representative shall have the authority to act on behalf of the Supplier on matters set out in or in connection with this Framework Agreement. See Clause 26.	All	Six (6) Months
Project Manager	[REDACTED]	Responsible for providing updates and management of the progress for the implementation of the Framework Agreement.	Implementation	Implementation
Account Manager	[REDACTED]	Responsible for management of the Framework Agreement against the Authority's requirements in the Framework Agreement and providing communications and acting as a central communications point.	All	Six (6) Months
Commercial Manager	[REDACTED]	Responsible for management of the Framework Agreement with regards to commercial aspects of the Framework Agreement in the contract and providing communications and acting as a central communications point.	All	Six (6) Months
Service Manager	[REDACTED]	Responsible for all service-related matters as part of the delivery of the obligations under the Framework Agreement and Call Off Terms.	All	Six (6) Months
Technical Manager	[REDACTED]	Responsible for all technical issues and security relevant	All	Six (6) Months

		to delivery of the obligations under the Framework Agreement.		
Logistics Manager –	[REDACTED]	Responsible for management of supply.	All	Six (6) Months
Supplier Manager	[REDACTED]	Responsible for management of Sub-Contractors (if applicable).	All	Six (6) Months

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 4.4 (Sub-Contractors)

FRAMEWORK SCHEDULE 4.4

SUB-CONTRACTORS

1. In accordance with [Clause 33.1 (Appointment of Key Sub-Contractors)], the Supplier is entitled to sub-contract its obligations under this Framework Agreement to the Sub-Contractors listed in the table below.

2. The Parties agree that they will update this Framework Schedule periodically to record any Sub-Contractors appointed by the Supplier after the Framework Commencement Date in accordance with Clause 33.1 (Appointment of Key Sub-Contractors).

Sub-Contractor name and address (if not the same as the registered office)	**Registered office and company number**	**Related Good/Service description**	**Sub-Contract price expressed as a percentage of total projected Charges over the Initial Framework Period and Extension Framework Period**	**Role in delivery of the Services**	**Credit Rating Threshold**
Peter Jones ILG	Unit 1, Monk St. Ind. Est., Lower Monk Street, Abergavenny, Monmouthshire, NP7 5YG - 01131693	Manufacturer of customised cases and carrying solutions	Expected to be less than 3%	Provider of customised cases, cradles and mounts	Rating agency Bureau Van Dyke (BVD) rate as BBB
Ram Mount	12 Borelli Yard, Farnham, Surrey, England, GU9 7NU 05219801	Manufacturer of customised cases, cradles and mounts	Expected to be less than 3%	Provider of customised cases, cradles and mounts	Rating agency Bureau Van Dyke (BVD) rate as BBB
Sonic Communications	High Edge Court, Heage, Belper, Derbyshire, DE56 2BW 01248257	Manufacturer of audio accessories for the public safety market	Expected to be less than 30%	Provider of audio accessories	Rating agency Bureau Van Dyke (BVD) rate as BBB

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 5 (Software)

FRAMEWORK SCHEDULE 5

SOFTWARE

1. THE SOFTWARE

1.1 The Software below shall be licensed to the Authority and other Contracting Bodies under the Call Off Agreement in accordance with Clause 18 (Intellectual Property Rights).

1.2 The Parties agree that they will update this Framework Schedule periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Goods and/or Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:

[REDACTED]

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:

[REDACTED]

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 7.1 (Framework Prices)

FRAMEWORK SCHEDULE 7.1

FRAMEWORK PRICES AND CHARGING STRUCTURE

1. GENERAL PROVISIONS

1.1 The Framework Prices set out in Annex 1 for the Devices and Services and in the Catalogue in relation to the Accessories and related services are the maximum that the Supplier may charge pursuant to any Call Off Agreement.

1.2 The Supplier acknowledges and agrees that;

1.2.1 the prices for the Trial Devices shall be equal to the Framework Prices for the Trial Devices set out in Annex 1;

1.2.2 in all other circumstances any prices submitted in relation to a further competition held in accordance with Clause 6 (Minimum Volumes and Call Off Procedure) and Framework Schedule 9.1 (Call Off Procedure) shall be equal to or lower than the Framework Prices.

1.3 The Supplier acknowledges and agrees that, subject to paragraph 3, the Framework Prices cannot be increased during the Initial Framework Period and Extension Framework Period. Prices for Goods and Services under this Framework Agreement should be comparable to the Supplier's lowest available prices for comparable goods and services provided by the Supplier to the public sector through other commercial arrangements and that are supplied on comparable terms.

1.4 The Supplier shall make available, on request by the Authority and in any event within twenty (20) Working Days of the release of any new version of a Device in accordance with the Supplier's Roadmap or change to an Accessory in accordance with Framework Schedule 9.4 (Catalogue) access to a full, transparent cost breakdown for the Goods and Services. This breakdown should include, without limitation:

1.4.1 development costs incurred by the Supplier in developing the Device (or as the case may be the next iteration of the Device in accordance with the Supplier's Roadmap);

1.4.2 cost of the Software included in the Device; and

1.4.3 any other costs incurred by the Supplier in supplying the Devices.

For the avoidance of doubt, Supplier is not required to provide open book information in relation to its costs or individual component costs but to provide the Authority with information which demonstrates the cost to the Supplier of the providing the Goods.

2. FRAMEWORK PRICES

2.1 The Framework Prices for the Devices and the Services shall be as set out in Annex 1 as applicable to the volumes being purchased under Call Off Agreement.

2.2 The Framework Prices for the Accessories and related services shall be as set out in the Catalogue.

2.3 In all circumstances, the Framework Prices shall include:

2.3.1 the relevant Goods (including delivery); and

2.3.2 in respect of all Devices provided under the Call Off Agreement, the:

(a) Software Support Services;

(b) Warranty Services; and

2.3.3 in respect of all Accessories provided under the Call Off Agreement, the Catalogue price shall include a standard warranty (details of which are set out in the Catalogue) and the Catalogue shall detail the price of any extended warranty which can be purchased in addition, where available;

2.3.4 in respect of all Goods provided under the Call Off Agreement, the Order Fulfilment Services.

3. ADJUSTMENT OF THE FRAMEWORK PRICES

3.1 The Framework Prices shall only be varied:

3.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 28.2 (Legislative Change); and/or

3.1.2 where all or part of the Framework Prices are reviewed and reduced in accordance with paragraph 4.

3.2 Subject to paragraph 3.1, the Framework Prices will remain fixed for the Framework Period.

3.3 Any changes to the Framework Prices for Accessories in relation to a change to the Catalogue shall be agreed to in accordance with Framework Schedule 9.4 (Catalogue).

4. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

4.1 Every six (6) Months during the Framework Period, the Supplier shall assess the level of the Framework Prices to consider whether it is able to reduce them.

4.2 Such assessments by the Supplier under paragraph 4.1 shall be carried out on the date six (6) Months following the Call Off Ordering Commencement Date and each six (6) Month anniversary of the same in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Framework Prices it shall promptly notify the Authority in writing and such reduction shall be implemented in accordance with paragraph 5 below.

5. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

5.1 Variations in accordance with paragraph 3.1 to all or part the Framework Prices (as the case may be) shall be made by the Authority to take effect:

5.1.1 in accordance with Clause 28.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 3.1.1 of this Framework Schedule.

6. CHARGES UNDER CALL OFF AGREEMENTS

6.1 For the avoidance of doubt, any change to the Framework Prices implemented pursuant to this Framework Schedule are made independently of, and, subject always to paragraphs 2.1 and 2.3 and shall not affect the Charges payable by a Contracting Body under a Call Off Agreement in force at the time a change to the Framework Prices is implemented.

6.2 Any variation to the Charges payable under a Call Off Agreement must be agreed between the Supplier and the relevant Contracting Body and implemented in accordance with the provisions applicable to the Call Off Agreement.

7. E-COMMERCE TRANSACTIONS WITH CENTRAL GOVERNMENT BODIES

7.1 The Supplier acknowledges and agrees that the Government's wide strategy of 'Digital by Default' (https://www.gov.uk/government/publications/government-digital-strategy) endorses a commitment

to implement e-commerce systems, including, for example, P2P automated systems, as the preferred transacting model for all Government's purchasing transactions. The intent is to migrate, wherever practically possible, all Government's purchasing to an e-commerce environment.

7.2 The Supplier acknowledges and agrees that when contracting with Central Government Bodies, the latter may use a specific e-commerce application and the Supplier shall be required to comply with the relevant requirements set out by the relevant Central Government Body in any Special Requirements specified in the Order Form and/or other terms applicable in respect of the relevant Call Off Agreement.

ANNEX 1

FRAMEWORK PRICES

(A) OPERATIONAL TRIAL DEVICES

The charges for the Trial Devices shall be calculated in accordance with the following prices:

		Price
		Exc VAT
Based on Number of Suppliers		*If 1 Supplier on Framework*
Quantity Price Banding		**1500**
1	Price per LTE Mobile Handheld Device for Operational Trials	£[REDACTED]
2	Total charges	£[REDACTED]

1	Name/Model of Device priced to be provided for Operational Trials.	[REDACTED].

(B) DEVICES (EXCLUDING TRIALS DEVICES)

The charges for the Devices shall be calculated in accordance with the following prices.

		Price per device	**Price per device**	**Price per device**	**Price per device**	**Price per device**	**Price per device**
		Not to exceed pricing (Prices from Call Offs may be discounted but not exceed)					
		Exc VAT	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**
Price Band per Call Off volume		**0-50**	**51-100**	**101-500**	**501-1000**	**1001-2500**	**2501-5000**
1	Device 1	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
2	Device 2	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

Continued **- 5001 – 10000+ quantity**

		Price per device	**Price per device**	**Price per device**	**Price per device**	**Price per device**	**Price per device**
		Not to exceed pricing (Prices from Call Offs may be discounted but not exceed)					
		Exc VAT	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**
Price Band per Call Off volume		**5001-10000**	**10001-30000**	**30001-50000**	**50001-75000**	**75001-100000**	**100000+**
1	Device 1	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
2	Device 2	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

1	Name/Model of Device priced to be provided.	[REDACTED].
2	Name/Model of Device priced to be provided.	[REDACTED]

(C) INTRINSICALLY SAFE DEVICES

The charges for the Devices shall be calculated in accordance with the following prices.

		Price per device	**Price per device**	**Price per device**	**Price per device**	**Price per device**	**Price per device**
		Not to exceed pricing (Prices from Call Offs may be discounted but not exceed)					
		Exc VAT	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**
Price Band per Call Off volume		**0-50**	**51-100**	**101-500**	**501-1000**	**1001-3000**	**3000+**
1	Device 1	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

1	Name/Model of Intrinsically Safe Device	[REDACTED].

(D) ACCESSORIES

Framework Prices for the Accessories to be as set out in the Catalogue: **0 – 5000 quantity**

		Price per device	Price per device	Price per device	Price per device	Price per device	Price per device
		Not to exceed pricing (Prices from Call Offs may be discounted but not exceed)					
		Exc VAT	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**
Price Band per Call Off volume		**0-50**	**51-100**	**101-500**	**501-1000**	**1001-2500**	**2501-5000**
1	Vehicle handset cradle with charger (HH-ACC-002, HH-ACC-002a, HH-ACC-003)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
2	Vehicle handset cradle with Antenna (HH-ACC-003a)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
3	Spare battery (HH-ACC-004)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
4	Device or battery charger cradle with charger (HH-ACC-005, HH-ACC-007, HH-ACC-008, HH-ACC-012)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
5	Device or battery charger (multi-way) (HH-ACC-011, HH-ACC-012, HH-ACC-013, HH-ACC-013a, HH-ACC-014)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
6	Carry case and clip for mounting (HH-ACC-015, HH-ACC-016, HH-ACC-016a, HH-ACC-017, HH-ACC-019, HH-ACC-020)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
7	Handheld desktop docking station (HH-ACC-020a, HH-ACC-021, HH-ACC-021a, HH-ACC-023a, HH-ACC-023b)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
8	Foot operated PTT switch for Push-To-Talk functionality for buildings (HH-ACC-023d)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
9	Wired headset (HH-ACC-024, HH-ACC-028, HH-ACC-029, HH-ACC-030)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
10	Ear tips (pack of two) (HH-ACC-024a)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

11	Wired ear piece (HH-ACC-026)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
12	Wired Remote Control Unit – Multi-function (HH-ACC-032, HH-ACC-032c)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
13	Wireless Remote Control Unit – Multi-function (HH-ACC-033, HH-ACC-033a, HH-ACC-035, HH-ACC-037, HH-ACC-039, HH-ACC-040, HH-ACC-041, HH-ACC-042, HH-ACC-043, HH-ACC-044)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
14	Wired Remote Control Unit – Simple PTT function (HH-ACC-032a, HH-ACC-032b)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
15	Wireless Remote Control Unit – Simple PTT function (HH-ACC-034, HH-ACC-035, HH-ACC-037, HH-ACC-039, HH-ACC-040, HH-ACC-041, HH-ACC-042, HH-ACC-043, HH-ACC-044)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
16	Wired Remote Speaker Mic (HH-ACC-045, HH-ACC-046, HH-ACC-046a, HH-ACC-046b, HH-ACC-046c, HH-ACC-046d, HH-ACC-048, HH-ACC-049, HH-ACC-050, HH-ACC-051, HH-ACC-052, HH-ACC-052a, HH-ACC-052b, HH-ACC-052d, HH-ACC-052e, HH-ACC-053b, HH-ACC-053c, HH-ACC-054, HH-ACC-055, HH-ACC-055a, HH-ACC-056, HH-ACC-058, HH-ACC-059)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
17	Wireless Remote Speaker Mic (HH-ACC-045, HH-ACC-046, HH-ACC-046a, HH-ACC-046b, HH-ACC-046c, HH-ACC-046d, HH-ACC-048, HH-ACC-049, HH-ACC-050, HH-ACC-051, HH-ACC-052, HH-ACC-052a, HH-ACC-052b, HH-	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

	ACC-052d, HH-ACC-052e, HH-ACC-053b, HH-ACC-053c, HH-ACC-054, HH-ACC-055, HH-ACC-055a, HH-ACC-056, HH-ACC-058, HH-ACC-059)						

Framework Prices for the Accessories to be as set out in the Catalogue: **5001 – 10000+ quantity**

		Price per device	**Price per device**	**Price per device**	**Price per device**	**Price per device**	**Price per device**
		Not to exceed pricing (Prices from Call Offs may be discounted but not exceed)					
		Exc VAT	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**	**Exc VAT**
Price Band per Call Off volume		**5001-10000**	**10001-30000**	**30001-50000**	**50001-75000**	**75001-100000**	**100000+**
1	Vehicle handset cradle with charger (HH-ACC-002, HH-ACC-002a, HH-ACC-003)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
2	Vehicle handset cradle with Antenna (HH-ACC-003a)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
3	Spare battery (HH-ACC-004)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
4	Device or battery charger cradle with charger (HH-ACC-005, HH-ACC-007, HH-ACC-008, HH-ACC-012)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
5	Device or battery charger (multi-way) (HH-ACC-011, HH-ACC-012, HH-ACC-013, HH-ACC-013a, HH-ACC-014)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
6	Carry case and clip for mounting (HH-ACC-015, HH-ACC-016, HH-ACC-016a, HH-ACC-017, HH-ACC-019, HH-ACC-020)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
7	Handheld desktop docking station (HH-ACC-020a, HH-ACC-021, HH-ACC-021a, HH-ACC-023a,	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

	HH-ACC-023b)						
8	Foot operated PTT switch for Push-To-Talk functionality for buildings (HH-ACC-023d)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
9	Wired headset (HH-ACC-024, HH-ACC-028, HH-ACC-029, HH-ACC-030)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
10	Ear tips (pack of two) (HH-ACC-024a)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
11	Wired ear piece (HH-ACC-026)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
12	Wired Remote Control Unit – Multi-function (HH-ACC-032, HH-ACC-032c)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
13	Wireless Remote Control Unit – Multi-function (HH-ACC-033, HH-ACC-033a, HH-ACC-035, HH-ACC-037, HH-ACC-039, HH-ACC-040, HH-ACC-041, HH-ACC-042, HH-ACC-043, HH-ACC-044)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
14	Wired Remote Control Unit – Simple PTT function (HH-ACC-032a, HH-ACC-032b)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
15	Wireless Remote Control Unit – Simple PTT function (HH-ACC-034, HH-ACC-035, HH-ACC-037, HH-ACC-039, HH-ACC-040, HH-ACC-041, HH-ACC-042, HH-ACC-043, HH-ACC-044)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]
16	Wired Remote Speaker Mic (HH-ACC-045, HH-ACC-046, HH-ACC-046a, HH-ACC-046b, HH-ACC-046c, HH-ACC-046d,	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

	HH-ACC-048, HH-ACC-049, HH-ACC-050, HH-ACC-051, HH-ACC-052, HH-ACC-052a, HH-ACC-052b, HH-ACC-052d, HH-ACC-052e, HH-ACC-053b, HH-ACC-053c, HH-ACC-054, HH-ACC-055, HH-ACC-055a, HH-ACC-056, HH-ACC-058, HH-ACC-059)						
17	Wireless Remote Speaker Mic (HH-ACC-045, HH-ACC-046, HH-ACC-046a, HH-ACC-046b, HH-ACC-046c, HH-ACC-046d, HH-ACC-048, HH-ACC-049, HH-ACC-050, HH-ACC-051, HH-ACC-052, HH-ACC-052a, HH-ACC-052b, HH-ACC-052d, HH-ACC-052e, HH-ACC-053b, HH-ACC-053c, HH-ACC-054, HH-ACC-055, HH-ACC-055a, HH-ACC-056, HH-ACC-058, HH-ACC-059)	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]	£[REDACTED]

		Name/Model
1	Vehicle handset cradle with charger (HH-ACC-002, HH-ACC-002a, HH-ACC-003)	[REDACTED]
2	Vehicle handset cradle with Antenna (HH-ACC-003a)	[REDACTED]
3	Spare battery (HH-ACC-004)	[REDACTED]
4	Device or battery charger cradle with charger (HH-ACC-005, HH-ACC-007, HH-ACC-008, HH-ACC-012)	[REDACTED]
5	Device or battery charger (multi-way) (HH-ACC-011, HH-ACC-012, HH-ACC-013, HH-ACC-013a, HH-ACC-014)	[REDACTED]
6	Carry case and clip for mounting (HH-ACC-015, HH-ACC-016, HH-ACC-016a, HH-ACC-017, HH-ACC-019, HH-ACC-020)	[REDACTED]

7	Handheld desktop docking station (HH-ACC-020a, HH-ACC-021, HH-ACC-021a, HH-ACC-023a, HH-ACC-023b)	[REDACTED]
8	Foot operated PTT switch for Push-To-Talk functionality for buildings (HH-ACC-023d)	[REDACTED]
9	Wired headset (HH-ACC-024, HH-ACC-028, HH-ACC-029, HH-ACC-030)	[REDACTED]
10	Ear tips (pack of two) (HH-ACC-024a)	[REDACTED]
11	Wired ear piece (HH-ACC-026)	[REDACTED]
12	Wired Remote Control Unit – Multi-function (HH-ACC-032, HH-ACC-032c)	[REDACTED]
13	Wireless Remote Control Unit – Multi-function (HH-ACC-033, HH-ACC-033a, HH-ACC-035, HH-ACC-037, HH-ACC-039, HH-ACC-040, HH-ACC-041, HH-ACC-042, HH-ACC-043, HH-ACC-044)	[REDACTED]
14	Wired Remote Control Unit – Simple PTT function (HH-ACC-032a, HH-ACC-032b)	[REDACTED]
15	Wireless Remote Control Unit – Simple PTT function (HH-ACC-034, HH-ACC-035, HH-ACC-037, HH-ACC-039, HH-ACC-040, HH-ACC-041, HH-ACC-042, HH-ACC-043, HH-ACC-044)	[REDACTED]
16	Wired Remote Speaker Mic (HH-ACC-045, HH-ACC-046, HH-ACC-046a, HH-ACC-046b, HH-ACC-046c, HH-ACC-046d, HH-ACC-048, HH-ACC-049, HH-ACC-050, HH-ACC-051, HH-ACC-052, HH-ACC-052a, HH-ACC-052b, HH-ACC-052d, HH-ACC-052e, HH-ACC-053b, HH-ACC-053c, HH-ACC-054, HH-ACC-055, HH-ACC-055a, HH-ACC-056, HH-ACC-058, HH-ACC-059)	[REDACTED]
17	Wireless Remote Speaker Mic (HH-ACC-045, HH-ACC-046, HH-ACC-046a, HH-ACC-046b, HH-ACC-046c, HH-ACC-046d, HH-ACC-048, HH-ACC-049, HH-ACC-050, HH-ACC-051, HH-ACC-052, HH-ACC-052a, HH-ACC-052b, HH-ACC-052d, HH-ACC-052e, HH-ACC-053b, HH-ACC-053c, HH-ACC-054, HH-ACC-055, HH-ACC-055a, HH-ACC-056, HH-ACC-058, HH-ACC-059)	[REDACTED]

(E) WARRANTY

	Services	**Price per** *Fixed pricing* **Exc VAT**
1	Extended Warranty - 3 years for Devices and Ancillary items.	£[REDACTED]
2	Extended Warranty - 5 years for Devices and Ancillary items.	£[REDACTED]
3	Extended Warranty - 7 years for Devices and Ancillary items.	£[REDACTED]
4	Repairs for Non-Warranty Incidents / Goods that are no longer within their Warranty Period or Extended Warranty Period ('Out-Of-Warranty Incidents') for Devices and Ancillary items.	£[REDACTED]

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 7.2 (Payments on Termination)

FRAMEWORK SCHEDULE 7.2

1. TERMINATION PAYMENT

1.1 The Termination Payment payable pursuant to Clause 47.2 (Payments by the Authority) shall be the total value of the Charges under the Call Off Agreement entered into by the Parties in respect of the Operational Trial Devices, less any monies paid on account of such Charges by the Authority.

1.2 No other payments on termination of the Framework Agreement or a Call Off Agreement shall be made where the same has been terminated by the Authority for convenience.

2. FULL AND FINAL SETTLEMENT

2.1 Any Termination Payment paid under this Framework Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause 45.6 (Termination Without Cause), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

3. INVOICING FOR THE TERMINATION PAYMENT

3.1 The Termination Payment shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Call Off Agreement entered into by the Parties for the Operational Trial Devices.

4. SET OFF

4.1 The Authority shall be entitled to set off pursuant to Clause 30.3 (Set-off).

5. NO DOUBLE RECOVERY

5.1 The value of the Termination Payment shall be reduced or extinguished to the extent that the Supplier has already received the charges or the financial benefit of any other rights or remedy given under this Framework Agreement so that there is no double counting in calculating the relevant payment.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.1 (ESN Governance)

Schedule 8.1

GOVERNANCE

1. DEFINITIONS

1.1 In construing this Framework Schedule 8.1 (Governance), unless otherwise expressly specified in this Framework Schedule terms defined and used in Framework Schedule 1.1 (Definitions) will have the same meaning in this Framework Schedule.

2. GENERAL PRINCIPLES

2.1 This schedule sets out the governance structures put in place between the Parties, by which this Framework Agreement will be governed and managed.

2.2 The Supplier shall provide suitably empowered representatives to attend the Single Supplier Services Meetings, whose terms of reference are outlined in Annex 1 and whose representation is described in Annex 1.

2.3 The Supplier shall acknowledge and respect the governance set out in this schedule and comply with any of the supporting policies, terms of reference, processes and procedures, as set out in this schedule, and/or additional documentation that the Authority may have or develop throughout the Initial Framework Term and Extension Framework Period and which the Authority notifies to the Supplier.

3. MANAGEMENT OF THE FRAMEWORK

3.1 The Supplier and the Authority shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

4. BOARD MEMBERSHIP

4.1 Both the Authority and the Supplier shall appoint the relevant representatives, for the Single Supplier Services Meeting requiring their representation, as set out in Annex 1 .

4.2 Both the Authority and the Supplier shall ensure that their representatives are empowered to make relevant decisions or have access to empowered individuals for decisions to be made at all Single Supplier Services Meetings. If a representative, either on their own or by reference to the relevant empowered individuals, is unable to decide at the applicable meetings, the Chairperson will set a time period for which the decision is to be provided in writing.

4.3 Both the Authority and the Supplier shall ensure that each representative has a nominated deputy who has the delegated authority to make decisions in the absence of the member of the Single Supplier Services Meeting or has access to the empowered individuals for the decisions to be made.

5. MANAGING BOARD MEETINGS

5.1 Each Party shall ensure that its representatives shall use all reasonable endeavours to attend the Single Supplier Services Meetings at which attendance is required.

5.2 In the event that any representative is not able to attend a Single Supplier Services Meeting, that representative shall use all reasonable endeavours to ensure that:

5.2.1 the nominated deputy attends the relevant meeting in his/her place who (wherever possible) is properly briefed and prepared; and

5.2.2 that he/she is debriefed by the nominated deputy after the meeting.

5.3 A Chairperson shall be appointed by the Authority for each Single Supplier Services Meeting, as identified in Annex 1, who will be responsible for chairing the Single Supplier Services Meetings.

5.4 The Supplier, except where dictated otherwise by the Authority, acting on behalf of the Chairperson shall be responsible for:

5.4.1 scheduling the Single Supplier Services Meetings and advising each party's representative of all relevant details to enable such representatives to attend the Single Supplier Services Meetings;

5.4.2 setting the agenda for Single Supplier Services Meetings and circulating the agenda, minutes and action logs from the previous meeting to all the representatives in advance of such meeting, at a minimum of three (3) Working Days prior to meeting;

5.4.3 monitoring the progress of any follow up tasks and activities agreed to be carried out following Single Supplier Services Meetings;

5.4.4 ensuring that minutes for each Single Supplier Services Meeting are recorded and disseminated electronically to the appropriate persons and to all Single Supplier Services Meeting participants within five (5) Working Days after the meeting;

5.4.5 ensuring that tasks or activities that cannot be resolved are escalated to the appropriate persons within each of the Supplier and the Authority and are included in the agenda for and addressed as part of the next Single Supplier Services Meeting or where such task cannot be resolved are escalated in accordance with the Dispute Resolution Procedure;

5.4.6 facilitating the process or procedure by which any decision agreed at any Single Supplier Services Meeting is given effect in the appropriate manner within the timescales agreed at the applicable meeting; and

5.4.7 capturing and filing the Single Supplier Services Meeting records in accordance with the Authority's procedures for managing and capturing such records.

5.5 The outcome or status of any follow up tasks resulting from a Single Supplier Services Meeting will be forwarded by the responsible representative or their nominated representative to the Chairperson at a minimum two (2) Working Days prior to the issue of the agenda for the next Single Supplier Services Meeting.

5.6 Subject to the Authority's discretion, Single Supplier Services Meetings shall be quorate as long as at least one representative of each party or their nominated representative is present.

5.7 Dependent upon the criticality of the decisions to be made at any Single Supplier Services Meeting the Authority reserves the right to convene, by exception, a Single Supplier Services Meeting at short notice in response to a specific incident or issue.

5.8 The Authority reserves the right to convene, by exception, emergency service specific meetings to address any emergency service specific issues associated with ESMCP.

6. ESMCP GOVERNANCE OVERVIEW

6.1 This Paragraph 6 of this schedule details the governance structure for the entire ESMCP. It also provides an overview of the wider governance applied to the suppliers to the Authority as part of the ESMCP through its lifecycle.

6.2 The governance arrangements reflect each of the phases from procurement through to live service of all elements of the ESMCP incorporating the wider governance and interfaces of other HM Government Departments.

6.3 A number of boards shall govern the integration of services to deliver a seamless services forming the ESN within the ESMCP. The nature of these boards and meetings may be subject to a

Variation in accordance with the Variation Procedure throughout the Framework Term to reflect the phase of the ESMCP programme.

6.4 Any other meeting called by the Supplier or the Authority, deemed necessary to resolve issues and conflicts between projects.

6.5 Individual Services shall be governed through Single Supplier Services Meetings, where only the Supplier and the Authority are required to be present. Within this Single Supplier Services Meetings the Authority will address the Supplier's performance of the Services, commercial management under this Agreement and other issues impacting the Supplier in relation to the ESMCP. This is detailed in paragraph 6.6 to 6.10 of this schedule.

6.6 The Single Supplier Service Meetings shall exist throughout the Framework Period to address and resolve contractual arrangements and service performance pursuant to this Agreement.

6.7 The Single Supplier Service Meeting shall be the highest governance body for key decisions to be made between the Supplier and the Authority for service and contract management matters related directly to this Agreement.

6.8 Matters that require higher level approval shall be escalated to the Service Board and/or ESN Management and Change Board.

6.9 Matters discussed and agreed at the Single Supplier Service Meeting, pursuant specifically to this Agreement, yet impact the overall ESMCP programme shall be escalated to the ESN Management and Change Board and/or Programme Board as appropriate to the matter being escalated.

6.10 Matters that cannot be resolved by the Single Supplier Service Meeting shall follow the Dispute Resolution Procedure outlined in Schedule 8.7.

6.11 In all cases the membership, frequency, location and start date of each Board or meeting is as set out in Annex 1, or as outlined by the related terms of reference documentation.

Annex 1: Terms of Reference – Single Supplier Services Meeting

7. The following outlines the Single Supplier Services Meeting that will be held directly between the Supplier and the Authority and require attendance as of the Framework Commencement Date.

8. The Single Supplier Service Meeting will focus on the commercial management and project management of the Supplier.

9. Role of the Single Supplier Service Meeting

9.1.1 The Single Supplier Service Meeting shall ensure that the Supplier meets all of its Key Performance Indicators.

9.1.2 The Single Supplier Service Meeting shall:

(a) be the form for the Performance Review Meeting as described in Schedule 8.2 (Framework Management); and

(b) manage the relationship between ESMCP and the Supplier, using a "no surprises" approach by providing early identification of risks and issues, joint working to resolve problems and an open and honest discourse on the progress of the supplier's contribution to the programme.

10. Responsibilities of the Single Supplier Service Meeting

10.1.1 Specific responsibilities of the Single Supplier Service Meeting are:

(a) to provide scrutiny against the Supplier's Key Performance Indicator reports in accordance with this Framework Agreement;

(b) to agree mitigation actions to any actual or potential shortfall in meeting the Key Performance Indicators;

(c) ensure commercial arrangements are providing expected behaviours; and

(d) Identity any changes required due to improvements in technology, standards, performance, network capabilities etc.

11. Single Supplier Service Meeting Membership

11.1.1 The membership of the Single Supplier Service Meeting is set out below:

Board Members	**Role**	**Name**
Authority Members of the Single Supplier Service Meeting	Deputy Director - Commercial Chairperson	[REDACTED]
	Deputy Director – Mobilisation / Transition	[REDACTED]
	ESMCP Live Service Team	[REDACTED]
	Commercial Manager	[REDACTED]
	*User Organisation Business Change Leads	[REDACTED]

Supplier Members of the Single Supplier Service Meeting *denotes attendance on request	Supplier Representative	[REDACTED]
	Commercial Manager	[REDACTED]
	Account Manager	[REDACTED]
	*Technical Manager	[REDACTED]
	* Service Manager	[REDACTED]
	* Logistics Manager	[REDACTED]
	* Project Manager	[REDACTED]
	* Supplier Manager	[REDACTED]
Start Date for the Single Supplier Service Meeting meetings	Framework Commencement Date	
Frequency of the Single Supplier Service Meeting meetings	Monthly (or as required)	
Location of the Single Supplier Service Meeting meetings	To be confirmed, however expectation is that the venue will be London based in the first period of the contract term.	

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.2 (Framework Management)

FRAMEWORK SCHEDULE 8.2

FRAMEWORK MANAGEMENT

1. INTRODUCTION

1.1 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Initial Framework Period and Extension Framework Period.

1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.

1.3 This Framework Schedule 8.2 (Framework Management) outlines the general structures and management activities that the Parties shall follow during the Initial Framework Period and Extension Framework Period.

2. FRAMEWORK MANAGEMENT

Framework Management Structure

2.1 The Supplier Representative shall take overall responsibility for providing the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.2 The Supplier shall put in place a structure to manage the Framework Agreement in accordance with Framework Schedule 2.1 (Requirements) and Framework Schedule 2.2 (Key Performance Indictors).

2.3 A full governance structure for the Framework Agreement will be agreed between the Parties within twenty (20) Working Days from the Framework Commencement Date.

2.4 Following discussions between the Parties following the Framework Commencement Date, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within ten (10) Working Days from receipt by the Supplier of the draft Supplier Action Plan.

2.5 The Supplier Action Plan shall be maintained and updated on an on-going basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two (2) weeks from receipt by the Supplier of the Authority's notification.

2.6 **Supplier Review Meetings**

2.6.1 Monthly Supplier Review Meetings will take place at the Authority's premises throughout the Framework Period.

2.6.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings and locations of these meetings.

2.6.3 The purpose of the Supplier Review Meetings will be to review the Supplier's performance under this Framework Agreement and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.

2.6.4 The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and/or one of its partners and the Supplier Representative.

3. KEY PERFORMANCE INDICATORS

3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2.2 (Key Performance Indicators).

3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.

3.3 The Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.

3.4 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.6 above, and the review and on-going monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.2 (Framework Management).

3.5 The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier.

3.6 The Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

4.1 The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:

4.1.1 tracking volume of Goods purchased, number and size of Call Off Agreements in terms of Goods purchased, in order to demonstrate that Contracting Bodies are buying more smartly;

4.1.2 the accuracy of invoicing against receipt of Goods ordered; and

4.1.3 timescales and compliance of the payment of invoicing by the corresponding Contracting Bodies.

4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Initial Framework Period and Extension Framework Period.

4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 2.2 (Key Performance Indictors).

4.4 The on-going progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.2 (Framework Management).

5. ESCALATION PROCEDURE

5.1 In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Dispute Resolution Procedure.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.3 (Framework Management Information)

FRAMEWORK SCHEDULE 8.3

FRAMEWORK MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

1.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provisions of this Framework Schedule 8.3 (Framework Management Information).

1.2 The Supplier shall also supply such Management Information as may be required by a Contracting Body in accordance with the terms of a Call Off Agreement.

2. MANAGEMENT INFORMATION AND FORMAT

2.1 The Supplier agrees to provide timely, full, accurate and complete MI Reports to the Authority which incorporates the data, in the correct format, required by the MI Reporting Template. Full and accurate is further defined as line level information showing the constituent elements of procurements such as the individual goods, labour and delivery charges. The reporting of complex or sub-contracted procurements as a single line of data is prohibited. The initial MI Reporting Template is set out in the annex to this Framework Schedule 8.3 (Framework Management Information).

2.2 The Authority may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. The Authority shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.

2.3 If the MI Reporting Template is amended by the Authority at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by the Authority.

2.4 The Authority may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.

2.5 The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Authority.

2.6 The Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to the Authority.

3. FREQUENCY AND COVERAGE

3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Authority on or prior to the Reporting Date every Month during the Initial Framework Period and Extension Framework Period and thereafter, until all transactions relating to Call Off Agreements have permanently ceased.

3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.

3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "**Nil Return**").

3.4 The Supplier must inform the Authority of any errors or corrections to the Management Information:

3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or

3.4.2 as a result of the Authority querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

4.1 The completed MI Report shall be completed electronically and returned to the Authority.

4.2 The Authority reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above such as e-mail. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

5.1 The Supplier acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Framework Agreement.

5.2 Following an MI Failure the Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to the Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

5.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to any other rights the Authority may have). If the Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.

ANNEX 1

MI REPORTING TEMPLATE

(1) KPI Information Submissions

Measure	Entry	Supporting Measurement
Number of Further Competitions Received		
Number of Further Competitions Responded to		
Number of Orders Received		
Number of Orders Delivered within lead time		
Number of Invoices Issued		
Number of Invoices Issued within KPI measure		
Number of Customer Rejects/Returns		
Proportion of Customer Rejects/Returns		
Number of Warranty Incidents reported		
Number of Warranty Incident notifications issued with RMA's within KPI measure		
Mean Time To Repair		
Spares Dispatch Time		
Hardware Availability		
Number of Enquiries received during month		
Number of Enquiries responded to within KPI measure		
Number of Priority 1 Software Update Priorities		
Number of Workaround Fixes for Priority 1 Software Update Priorities within KPI measure		
Number of Priority 2 Software Update Priorities		
Number of Workaround Fixes for Priority 2 Software Update Priorities within KPI measure		
Number of Priority 3 Software Update Priorities		
Number of Workaround Fixes for Priority 3 Software Update Priorities within KPI measure		
Number of DOA/DOI Swaps		
Number of DOA/DOI Swaps within KPI measure		

(2) **Ordering Information**

(a) Call Offs

Call Off Contract Reference	Buyer Organisation	Buyer Contact Name	Buyer Contact Number	Buyer Email Address	Buyer Call Off Start Date	Call Off End Date	Call Off Value (ex VAT)

(b) Invoices

Call Off Contract Reference	Buyer Organisation	Buyer Contact Name	Buyer Contact Number	Buyer Email Address	Invoice Date	Invoice Number	Unit of Purchase	Price per Unit	Quantity	Total Charge (Ex VAT)	VAT amount charged

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.4 (Marketing)

FRAMEWORK SCHEDULE 8.4

MARKETING

1. INTRODUCTION

This Framework Schedule describes the activities that the Supplier will carry out as part of its on going commitment to the marketing of the Goods and Services to Contracting Bodies.

2. MARKETING

Supplier marketing contact details:

Name: [REDACTED]

Address:
Samsung Electronics UK
Samsung House
1000 Hillswood Drive
Chertsey
Surrey, KT16 0PS

Tel: [REDACTED]

Email: [REDACTED]

3. AUTHORITY PUBLICATIONS

3.1 The Authority will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by the Authority.

3.2 Such information shall be provided in the form of a completed template, supplied by the Authority together with the instruction for completion and the reasonable timescales expected for its return.

3.3 Failure to comply with the provisions of paragraphs 3.1 and 3.2 may result in the Supplier's exclusion from the use of such marketing materials.

4. SUPPLIER PUBLICATIONS

4.1 Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.

4.2 The Supplier shall be responsible for keeping under review the content of any information which appears on the Supplier's website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.5 (Annual Self Audit Certificate)

FRAMEWORK SCHEDULE 8.5

ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external auditor]

Dear Sirs

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date] between [Name of Supplier] and the Authority, we confirm the following:

1. In our opinion based on the testing undertaken [Name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.

2. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.

3. We have tested a sample of [X] ***[insert number of sample transactions tested]*** Orders and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Agreement.

4. We have tested from the order processing and invoicing systems a sample of [X] ***[Insert number of sample transactions tested (minimum of 20)]*** public sector orders placed outside the Framework Agreement (where such orders have been received by the Supplier in the relevant period) during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as orders placed outside the Framework Agreement via the routes listed below:

Order Placed (subject and £ value)	**Date of Order**	**Contracting Body**	**Procurement Route**	**Evidence to Support Decision**

5. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Name: …….

Signed:…….

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date: …….

Professional Qualification held by Signatory: …….

Note to Suppliers: Where the Authority identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and may seek further guidance from the Treasury Solicitor's Department.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.6 (Variation Form)

FRAMEWORK SCHEDULE 8.6

VARIATION FORM

Variation Form No:

……

BETWEEN:-

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (the "**Authority**") and

[NAME OF THE SUPPLIER] (the "**Supplier**")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:-
[Insert details of the Variation]

2. Words and expressions in this Variation Form shall have the meanings given to them in the Framework Agreement.

3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation Form.

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

Signature: _____

Name (in capital letters): _____

Date: _____

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

Signature: _____

Name (in capital letters): _____

Date: _____

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.7 (Dispute Resolution Procedure)

FRAMEWORK SCHEDULE 8.7

DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Framework Schedule 8.7 (Dispute Resolution Procedure), the following definitions shall apply:

"**CEDR**"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"**Counter Notice**"	has the meaning given to it in paragraph 7.2 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Expedited Dispute Timetable**"	means the accelerated timetable for the resolution of disputes as set out in paragraph 3.2 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Expert**"	means the person appointed by the Parties in accordance with paragraph 6.2 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Mediation Notice**"	has the meaning given to it in paragraph 4.2 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Mediator**"	means the independent third party appointed in accordance with paragraph 5.2 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Multi-Party Dispute**"	means a Dispute which involves or both of the Parties and one or more of the Other ESN Suppliers;
"Multi-Party Procedure Initiation Notice"	has the meaning given to it in paragraph 9.2.1 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Multi-Party Dispute Representatives**"	has the meaning given in Paragraph 9.5 of this Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Multi-Party Dispute Resolution Board**"	has the meaning given in Paragraph 9.5 of this Framework Schedule 8.7 (Dispute Resolution Procedure); and
"Supplier Notice"	has the meaning given to it in paragraph 9.2.2 of this Framework Schedule 8.7 (Dispute Resolution Procedure).

2. INTRODUCTION

2.1 If a Dispute arises then:

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

2.1.2 if such attempts are not successful within a period of thirty (30) Working Days (or ten (10) Working Days if either party would be materially disadvantaged by a delay in resolving the Dispute), then either Party may serve the other with a Dispute Notice.

2.2 The Dispute Notice:

2.2.1 shall set out:

(a) the material particulars of the Dispute;

(b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 3.2, the reason why; and

2.2.2 may specify in accordance with the requirements of paragraphs 9.2.1 and 9.2.2 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 9 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:

2.3.1 if it is served by the Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of paragraph 9 shall apply.

2.4 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 8.7 (Dispute Resolution Procedure).

2.5 Subject to paragraph 4.2, the Parties shall seek to resolve Disputes:

2.5.1 first by commercial negotiation (as prescribed in paragraph 4);

2.5.2 then by mediation (as prescribed in paragraph 5); and

2.5.3 lastly by recourse to arbitration (as prescribed in paragraph 7) or litigation (in accordance with Clause 62 (Governing Law and Jurisdiction)).

2.6 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 6) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 6 (Expert Determination).

3. EXPEDITED DISPUTE TIMETABLE

3.1 In exceptional circumstances where the use of the times in this Framework Schedule 8.7 (Dispute Resolution Procedure) would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

3.2 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 3 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Framework Schedule 8.7 (Dispute Resolution Procedure):

3.2.1 in paragraph 4.2.3, ten (10) Working Days;

3.2.2 in paragraph 5.2, ten (10) Working Days;

3.2.3 in paragraph 6.2, five (5) Working Days; and

3.2.4 in paragraph 7.2, ten (10) Working Days.

3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable paragraphs (or 2 Working Days in the case of paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4. COMMERCIAL NEGOTIATIONS

4.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's Representative and the Supplier's Representative, such discussions being commercial negotiations.

4.2 If:

4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or

4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 4; or

4.2.3 the Parties have not settled the Dispute in accordance with paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 5.

5. MEDIATION

5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.

5.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.

5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 28 (Variation) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. EXPERT DETERMINATION

6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.

6.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

6.3 The Expert shall act on the following basis:

6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

6.3.2 the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;

6.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

6.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;

6.3.5 the process shall be conducted in private and shall be confidential; and

6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. ARBITRATION

7.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 7.4.

7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 7.4 or be subject to the jurisdiction of the courts in accordance with Clause 62 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

7.3 If:

7.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 7.4 shall apply;

7.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 62 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

7.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 7.4 or commence court proceedings in the courts in accordance with Clause 62 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

7.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 7.1 to 7.3, the Parties hereby confirm that:

7.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to paragraphs 7.4.5, 7.4.6 and 7.4.7;

7.4.2 the arbitration shall be administered by the LCIA;

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

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

7.4.5 the chair of the arbitral tribunal shall be British;

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

7.4.7 the seat of the arbitration shall be London.

8. URGENT RELIEF

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

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

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

9. MULTI-PARTY DISPUTES

9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this paragraph 9 (the "**Multi-Party Dispute Resolution Procedure**").

9.2 If:

9.2.1 at any time following or concurrent with the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Other ESN Suppliers, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Other ESN Suppliers which are to be involved in the Multi-Party Dispute Resolution Procedure(a "**Multi-Party Procedure Initiation Notice**"); or

9.2.2 following or concurrent with the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Other ESN Suppliers, the Supplier may serve written notice on the Authority requesting that the Dispute be treated as a Multi-Party Dispute (a "**Supplier Request**").

9.3 The Authority shall, acting reasonably, consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:

9.3.1 a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

9.3.2 not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with paragraphs 3 to 8.

9.4 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

9.5 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a Multi-Party Dispute Resolution Board comprising the programme directors from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

9.5.1 the Authority;

9.5.2 the Supplier;

9.5.3 each Other ESN Supplier involved in the Multi-Party Dispute; and

9.5.4 any other representatives of any of the Parties and/or any Other ESN Suppliers whom the Authority considers necessary,

(together "**Multi-Party Dispute Representatives**")

and the MPDR Board shall be Chaired by the Authority's ESN Programme Director.

9.6 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

9.6.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of the Other ESN Suppliers, as applicable, attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

9.6.2 the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice either:

(a) at such time and place as the Parties may agree; or

(b) if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

9.6.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall:

(a) determine the best course of action to resolve the issue across the end-to-end ESN services and associated products as a whole; and

(b) have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Other ESN Suppliers and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.7 If a Multi-Party Dispute is not resolved between the Parties and all applicable Other ESN Suppliers within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

9.7.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case paragraph 5shall apply;

9.7.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case paragraph 6 shall apply; and/or

9.7.3 subject to paragraph 9.8, paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the "**Supplier**" or the "**Parties**" in such provisions shall include a reference to the Other ESN Suppliers.

9.8 If a Multi-Party Dispute is referred to arbitration in accordance with paragraph 9.6 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel the applicable Other ESN Supplier(s) to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the applicable Other ESN Supplier or, where the Other ESN Supplier is a Sub-contractor, by the Supplier.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 8.8 (Operating Level Agreement)

FRAMEWORK SCHEDULE 8.8

Operating Level Agreement

1. Introduction

1.1 The Supplier acknowledges that the delivery of the Goods and Services to be provided by the Supplier under this Framework Agreement is part of the ESMCP which relates to ESN.

1.2 The Authority has appointed Other ESN Suppliers to deliver other services as part of the ESMCP and the Authority has accountability for the end to end delivery of all services.

1.3 The success of ESMCP and the ESN services relies, in part, on collaboration across the Authority, the Supplier and the Other ESN Suppliers.

1.4 The Authority has or will develop in-house capability and experience to facilitate the multi-supplier service delivery environment and each of the Authority, the Supplier and the Other ESN Suppliers shall work together with each other to achieve the delivery of the end to end ESN services.

2. Definitions

2.1 In this Schedule the following definitions shall apply:

"Collaboration"	has the meaning given to it in paragraph 4.1 of this Framework Schedule 8.8;
"Operating Level Agreement" or **"OLA"**	means the rights and obligations as detailed in this Schedule 8.8 (Operating Level Agreement); and
"Required Behaviours"	has the meaning given to it in paragraph 5.1 of this Schedule 8.8 (Operating Level Agreement);

3. Purpose

3.1 This Schedule describes how the Supplier will provide operating level agreement based services to the Authority, for the benefit of the Authority and Other ESN Suppliers in the performance of their obligations to deliver services to the Authority and to ensure that the services delivered to the Authority meet the agreed service levels and contracts.

3.2 This OLA is governed by the terms of the Framework Agreement and nothing in it shall create a binding legal relationship between the Supplier and the Other ESN Suppliers

3.3 Any architectural, technical and service policies and standards that relate to the collaboration services shall be as set out in Schedule 2.3 (Standards) or as otherwise set out in this Framework Agreement.

4. COLLABORATION APPROACH

4.1 The Supplier shall work together with the Other ESN Suppliers to provide end–to-end services to the Authority and the Contracting Bodies (**"Collaboration"**).

4.2 The Supplier acknowledges that Collaboration is central to the success of the multi-supplier service delivery environment across a large number of contracts delivering end-to-end services to the Authority and the Contracting Bodies.

4.3 The Supplier shall comply with any relevant ESN management frameworks as applicable to their aspects of the provision of the ESN services. Such management frameworks include, but are not limited to the following:

4.3.1 **Programme Management Approach** - This provides the overall programme management structure for the delivery of the end-to-end ESN services and is managed by the Delivery Partner;

4.3.2 **Document Management Framework** - This provides the overall document management structure for the delivery of the end-to-end ESN services and is managed by the Delivery Partner; and

4.3.3 **Service Management Framework** - This provides the overall service management structure for the delivery of the end-to-end ESN services and is managed by the US Supplier.

4.4 These documents, as amended and updated from time to time, shall be provided to the Supplier as required.

5. REQUIRED BEHAVIOURS

5.1 The Supplier acknowledges that Collaboration requires the following behaviours ("**Required Behaviours"**):

5.1.1 **Collaborative Intention**: the Supplier must act in good faith towards the Other ESN Suppliers, adopt and maintain a genuine non-defensive stance in its dealings with each of the Other ESN Suppliers and commit to making its relationships with each of the Other ESN Suppliers mutually successful;

5.1.2 **Openness**: the Supplier must be honest in their dealings with each of the Other ESN Suppliers and open to honest feedback and must commit to creating a culture of openness that encourages all parties to raise and discuss concerns, solve problems and deal directly with any issues, including difficult issues;

5.1.3 **Self-Accountability**: the Supplier must take responsibility for their circumstances, choices, actions and inactions, including intended and unforeseen consequences of those. The Supplier must prioritise achieving solutions to problems or issue over seeking to blame any Other ESN Supplier;

5.1.4 **Self-Awareness and Awareness of Others**: the Supplier must commit to understanding their own organisations and issues within their own organisations as well as understanding the concerns, intentions and motivations of the Other ESN Suppliers and the culture and context of the Other ESN Suppliers;

5.1.5 **Problem Solving and Negotiating**: the Supplier must use problem-solving methods that promote a collaborative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring against Other ESN Suppliers;

5.1.6 **Promote Value**: Supplier must demonstrate a preparedness to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value across the ESN services as a whole and to the Authority; and

5.1.7 **Forward Looking**: Supplier must take a forward-looking approach that does not dwell on past issues, conflicts of delivery methods other than ensuring that past lessons are learnt so as to maximise the effective delivery of end-to-end services across ESN as a whole.

5.2 The Supplier shall work together with the Other ESN Suppliers to facilitate the provision of services to the Authority and the Contracting Bodies to promote the delivery of value which is greater than the sum of the ESN services' parts.

6. COLLABORATION PRINCIPLES

Each Party acknowledges that the Collaboration approach is based on the following principles which apply to the Authority, the Supplier and to each of the Other ESN Suppliers respectively,

and in relation to which the Authority has included the same or similar collaboration terms within each Other ESN Supplier's contract with it.

6.1 **Authority Actions**

6.1.1 The Authority shall lead by example and set the standard for Collaboration in the multi-supplier service delivery environment. The Authority will provide:

(a) clear and proactive leadership, direction and communication;

(b) a clear articulation of its end-to-end service levels (where appropriate) to enable each ESN Supplier to understand its role in the provision of end-to-end services where applicable;

(c) an inclusive and responsive governance approach;

(d) a mechanism to recognise and resolve collaborative differences between the Supplier and Other ESN Suppliers;

(e) clear identification of the Authority's roles, responsibilities and accountabilities as set out in each supplier's respective Schedule 3 (Authority Responsibilities) or other equivalent contractual clauses;

(f) a transparent decision-making process to facilitate timely solutions; and

(g) a focus on supplier relationship management.

6.1.2 The Authority shall encourage:

(a) a listening culture that takes an appropriately balanced view of a situation;

(b) an environment in which the Supplier and Other ESN Suppliers can raise issues about each party's service requirements or opinions about how to improve the delivery of ESN services end-to-end;

(c) effective demand management over appropriate planning horizons and a supplier relationship management approach aimed at delivering a no-surprises culture; and

(d) an environment in which, when things go wrong, the first priority is to encourage joint resolution of the issue.

6.2 **The Supplier and Other ESN Suppliers Actions**

6.2.1 The Supplier and each of the Other ESN Suppliers shall ensure any individual representing their organisations:

(a) engage in open and honest dialogue;

(b) exhibit pragmatism and flexibility;

(c) exhibit the Required Behaviours to meet ESN Services' objectives;

(d) trust and collaborate with Other ESN Suppliers within the multi-supplier service delivery environment;

(e) accept responsibility for their actions;

(f) behave in a fair and reasonable manner;

(g) identify anything that will or is likely to prejudice the delivery of the end-to-end ESN services as soon as it becomes apparent;

(h) ensure consistency and material compliance by any Supplier Personnel with the Required Behaviours;

(i) ensure that any Supplier Personnel provides prompt and constructive responses to operational and project issues; and

(j) ensure continuity of any Supplier Personnel in accordance with Key Personnel obligations in their respective agreements with the Authority.

6.2.2 The Supplier and each of the Other ESN Suppliers in addition to delivering its goods, products or services to the Authority, shall:

(a) appoint a Supplier's Programme Director who shall be accountable, and act as an escalation point, for issues related to Required Behaviours within their organisation including, if required, attending a Multi Party Dispute Resolution Board (as set out below) as required. The Supplier's Programme Director shall be included in Schedule 4.3 (Key Personnel) or equivalent;

(b) upon request of the Authority, take part in collaboration maturity assessments based on BSI Group Standard BS 11000 (Collaborative Business Relationships) (as amended or superseded or replaced by the relevant European Standard from time to time), such maturity assessments to usually be in the form of questionnaires to be completed each 6 months and / or which may require on occasion attendance at an interview or collaboration event;

(c) participate in innovation events to be held no more frequently than every six (6) months;

(d) resolve collaboration related problems that relate to or subsist in their services; and

(e) attend and participate in collaboration training events as appropriate.

6.3 **Collaborative working culture**

6.3.1 The Supplier acknowledges that the multi-supplier service delivery environment is predicated on the Supplier and the Other ESN Suppliers working together as a virtual team, with each delivering their element to the best of its ability whilst:

(a) maintaining professionalism throughout;

(b) adhering to a 'fix first', discuss later approach;

(c) ensure that the best resources for a job are utilised and that any unnecessary duplication of effort is eradicated;

(d) avoid hindering the provision of the end-to-end ESN services by the Other ESN Suppliers and itself;

(e) proactively contributing to incident and problem resolution;

(f) sharing information on risks before they become issues; and

(g) providing a Contracting Body focused service.

7. OLA REPORTING

Within ten (10) Working Days after the end of each Month the Supplier shall provide a written report to the Authority which summarises any interactions with the Other ESN Suppliers during the preceding period and its performance against the obligations in respect of collaboration as

set out within this Schedule. If no interaction has taken place, the reporting shall be nil return confirmation.

8. ISSUE RESOLUTION AND ESCALATION

8.1 Where issues arise between the Supplier and any Other ESN Supplier(s), the Supplier will be expected to resolve such issues in accordance with the provisions of Paragraph 6.2.2 above and wherever possible to first resolve differences directly with the Other ESN Supplier(s) using the Required Behaviours. Where this is not possible and the matter has to be escalated, a Multi Party Dispute Resolution Board will be established in accordance with the provisions of Clause 9 below.

8.2 Other than those outcomes of the Multi Party Dispute Resolution Board set out in Paragraph 8.1 or equivalent, the Multi-Party Dispute Resolution Board may require:

8.2.1 attendance by individuals involved in the issues at collaboration training to correct misunderstandings and reduce the likelihood of a repeat occurrence; or

8.2.2 the replacement or removal of Supplier Personnel pursuant to the provisions of Clause 32 (Supplier Personnel) where such person's actions, inactions or behaviours has or is likely to have instigated or prevented resolution of a dispute or issue.

9. NON-FINANCIAL REMEDIES

9.1 Aside from the escalation pursuant to Paragraphs 6.2.2 or 8, if, in the reasonable opinion of the Authority, the Supplier persistently fails to demonstrate the Required Behaviours, the following actions may be taken.

9.1.1 the Authority may require that such Supplier attend an exceptional Supplier Review Meeting to be convened by serving not less than five (5) Working Days' notice.

9.1.2 At such meeting, the Supplier's Programme Director will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and, in the event that:

(a) the actions proposed by the Supplier's Programme Director fail to address the breach of Required Behaviours; or

(b) the Authority reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours or that the timescales for delivering such actions are inappropriate

(c) 30 calendar days, or such other number of days agreed between the Parties, after the exceptional Supplier Review Meeting, the Supplier fails to implement the remedial actions discussed at the meeting;

the Authority may request a formal rectification plan from the Supplier to resolve the issue.

9.2 In the event that the rectification plan referred to in Paragraph 9.1.2 fails to remedy the breach of Required Behaviours within 30 calendar days of the parties agreeing the plan, the Supplier shall have committed a material Default and the Authority may either request a further rectification plan or terminate the Framework Agreement with the Supplier pursuant to Clause 45.2.1(e)(vii).

9.3 The Authority may publish a collaboration report which, at the Authority's sole discretion, will be accessible and available across Government.

10. MULTI-PARTY DISPUTE RESOLUTION BOARD

10.1 In the event that an issue arises between the Supplier and any Other ESN Supplier(s) and such issue is not capable of being resolved informally between the parties, the Authority, the Supplier and the Other ESN Supplier(s) shall convene a Multi-Party Dispute Resolution Board meeting.

10.2 The Supplier shall submit any supporting information as required prior to the MPDR Board meeting.

10.3 The Supplier's Programme Director shall be required to attend the MPDR Board meeting.

10.4 The Authority will endeavour to provide a minimum of 10 calendar days' notice to parties required to attend a MPDR Board meeting.

10.5 The MPDR Board meeting shall be chaired by the ESN Programme Director and attended by programme directors representing the Other ESN Suppliers.

10.6 The Multi Party Dispute Resolution Board will determine the best course of action to resolve the issue(s) across the end-to-end ESN services and associated products as a whole.

10.7 In seeking to resolve or settle any issue referred to the MPDR Board pursuant to this Schedule 8.8 (Operating Level Agreement) (an **"MDPR Issue"**), the MPDR Board Members shall have regard to the principle that any MPDR Issue should be determined based on the contractual rights and obligations between the parties affected by the MPDR Issue, including the Authority, and their respective collaboration obligations. Any apportionment of the costs of the MDPR Issue determined by the MPDR Board shall reflect the separate components and obligations of each party affected by the MPDR Issue.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 9.1 (Call Off Procedure)

FRAMEWORK SCHEDULE 9.1

CALL OFF PROCEDURE

1. AWARD PROCEDURE

1.1 If the Authority or any Other Contracting Body decides to source the Goods and/or Services through this Framework Agreement then it will order its Goods and/or Services in accordance with the procedure in this Framework Schedule 9.1 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 9.1, "**Guidance**" shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

1.2 If a Contracting Body can determine that:

1.2.1 its Goods and/or Services Requirements can be met by the Supplier's catalogue/description of the Goods and/or Services as set out in Framework Agreement Schedule 2.1 (Requirements); and

1.2.2 all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the template Call Off Terms do not require amendment

then the Contracting Body may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

1.3 If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Body:

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Body's Goods and/or Services Requirements; and/or

1.3.2 needs to amend or refine the template Call Off Terms to reflect its Goods and/or Services Requirements.

then the Contracting Body shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1.2 above any Contracting Body awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 apply the Direct Award Criteria at Part A of this Framework Schedule to Goods and/or Services for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Agreement Suppliers provides the most economically advantageous solution; and

2.1.3 on the basis set out above, award the Call Off Agreement with the successful Framework Agreement Supplier in accordance with paragraph 6 below.

3. FURTHER COMPETITION PROCEDURE

Contracting Body's Obligations

3.1 Any Contracting Body awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:

3.1.1 develop a Statement of Requirements setting out its requirements for the Goods and/or Services and identify the Framework Suppliers capable of supplying the Goods and/or Services;

3.1.2 amend or refine the template Order Form and template Call Off Terms to reflect its Goods and/or Services Requirements only;

3.1.3 invite tenders by conducting a Further Competition Procedure for its Goods and/or Services Requirements in accordance with the Regulations and Guidance and in particular, the Contracting Body shall:

(a) invite the Framework Suppliers identified in accordance with paragraph 3.1.1 to submit a tender in writing for each proposed Call Off Agreement to be awarded by giving written notice by email to the relevant Supplier Representative of each Framework Supplier;

(b) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Agreement and the time needed to submit tenders; and

(c) keep each tender confidential until the time limit set out for the return of tenders has expired.

3.1.4 apply the Further Competition Award Criteria at Part B of this Framework Schedule to the Framework Agreement Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Goods and/or Services Requirements;

3.1.5 on the basis set out above, award its Call Off Agreement to the successful Framework Agreement Supplier in accordance with paragraph 6 which Call Off Agreement shall:

(a) state the Goods and/or Services Requirements;

(b) state the tender submitted by the successful Framework Agreement Supplier;

(c) state the charges payable for the Goods and/or Services Requirements in accordance with the tender submitted by the successful Framework Agreement Supplier; and

(d) incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Body in accordance with paragraph 3.1.2 above) applicable to the Goods and/or Services,

3.1.6 provide unsuccessful Framework Agreement Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

The Supplier's Obligations

3.2 The Supplier shall in writing, by the time and date specified by the Contracting Body following an invitation to tender pursuant to paragraph 3.1.3 above provide the Contracting Body with:

3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Goods and/or Services Requirements; or

3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a proposal, it should include, as a minimum:

(a) an e-mail or other instantaneous electronic communication response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;

(b) a brief summary, in the e-mail or other instantaneous electronic communication (followed by a confirmation letter), stating that the Supplier is providing a proposal for the Statement of Requirements; and

(c) the proposal covering the Statement of Requirements and if the Supplier is unable to meet any of the requirements it shall set out its reasons why it cannot meet such requirement and propose alternative solutions to the Contracting Body to consider; and

(d) confirmation of discounts applicable to the Goods and/or Services as referred to in Schedule 7.1 (Framework Prices).

3.2.3 The Supplier shall ensure that any prices submitted in relation to a Statement of Requirements provided pursuant to paragraph 3.2.2 shall be based on the Framework Prices, shall not exceed the price stated and take into account any discount to which the Contracting Body may be entitled to.

3.2.4 The Supplier agrees that:

(a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Body for thirty (30) days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the Call Off Procedure).

(b) all tenders submitted by the Supplier are not subject to a conflict of interest, or where a conflict of interest is identified that the Supplier will promptly notify the Contracting Body and ensure appropriate and robust ethical walls are in place. If the Supplier is acting as an agent on behalf of a public sector body then any conflict of interest is subject to the agency agreement between those parties.

(c) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the Proposal by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:

(i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and

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

4. NO AWARD

4.1 Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in paragraphs 2 or 3 (as applicable), the Contracting Body shall be entitled at all times to decline to make an award for its Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Body to award any Call Off Agreement.

5. RESPONSIBILITY FOR AWARDS

5.1 The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

5.1.1 the conduct of Other Contracting Bodies in relation to this Framework Agreement; or

5.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.

6. CALL OFF AWARD PROCEDURE

6.1 Subject to paragraphs 1 to 5 above, a Contracting Body may award a Call Off Agreement with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined in accordance with paragraph 1.3.2 above) of the template Order Form set out in Framework Schedule 9.2 (Order Form).

6.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 5 shall not constitute a Call Off Agreement under this Framework Agreement.

6.3 On receipt of an Order Form as described in paragraph 6.1 above from a Contracting Body, the Supplier shall, subject to paragraph 3.2.4(a)) accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the Order Form to the Contracting Body.

6.4 On receipt of the signed Order Form from the Supplier, the Contracting Body shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

PART A: DIRECT AWARD CRITERIA

The following criteria and weightings shall be applied to the Framework Agreement Suppliers' compliant tenders submitted through Direct Award. The criteria are in no particular order of importance.

Criteria Number	**Criteria – ranked in order of importance**	**Percentage Weightings(or rank order of importance where applicable) - to be set by the Contracting Body conducting the direct award – examples below (which in total should add up to 100%):**
1	Meeting the Requirements such as: - Delivery timescales, - Technical considerations of the device and user requirements; Support to be provided for delivery and set up.	30 - 60%
2	Price	40–70%

PART B: FURTHER COMPETITION AWARD CRITERIA

The following criteria shall be applied to the Goods and/or Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure. The criteria are in no particular order of importance.

Criteria Number	**Criteria**	**PercentageWeightings (or rank order of importance where applicable) - to be set by the Contracting Body conducting the further competition – examples below (which in total should add up to 100%):**
1	Meeting the Requirements such as: - Delivery timescales, - Technical considerations of the device and user requirements; - Support to be provided for delivery and set up	30 - 60%
2	Price	40–70%

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 9.2 (Order Form)

SECTION A

GENERAL INFORMATION

This Order Form is issued in accordance with the provisions of the Framework Agreement relating to the provision of handheld mobile devices as part of the emergency services mobile communications programme.

Customer details
Customer name
[Enter customer name.]
Billing address
[Your organisation's billing address - please ensure you include a postcode]
Customer Representative name
[The name of your point of contact for this Order]
Customer Representative contact details
[Email and telephone contact details for the Customer Representative]
Supplier details
Supplier name
[The Supplier organisation name, as it appears in the Framework Agreement]
Supplier address
[Supplier's registered address]
Supplier Representative name
[The name of the Supplier representative for this Order]
Supplier Representative contact details
[Email and telephone contact details of the Supplier Representative]
Order reference number
[A unique number provided by the Supplier at the time of quote]

SECTION B

OVERVIEW OF THE REQUIREMENT

Call Off Ordering Commencement Date
Call Off Agreement Period
Call Off Initial Period
[ ] Months
Call Off Extension Period (Optional)
[ ] Months
Special Requirements, Specific Standards or compliance requirements

SECTION C

CUSTOMER GOODS AND/OR SERVICES REQUIREMENTS

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the Supplier will be required to deliver the Service/s ordered.

Goods and/or Services
[Enter details]
Location/Site(s) for Delivery
[Enter details]
Dates for Delivery of the Goods and/or the Services
[Enter details]
Charges payable by the Customer to the Supplier (including any discount(s), but excluding VAT)
[Enter details]
Call Off Agreement Charges (£)
[For Orders with a defined Call Off Agreement Period]

SECTION D

SUPPLIER RESPONSE

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Order.

[To be added by Supplier]
Commercially Sensitive information
[Any information that the Supplier considers sensitive for the duration of an awarded Call Off Agreement]
Total contract value
[Please provide the total contract value (for the Call Off Agreement) as detailed in your response to the Customer's requirements]

SECTION E

CALL OFF AGREEMENT AWARD

This Call Off Agreement is awarded in accordance with the provisions of the Framework Agreement relating to the provision of handheld mobile devices as part of the emergency services mobile communications programme.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as the "Call Off Agreement") for the duration of the Call Off Agreement Period.

SIGNATURES

For and on behalf of the Supplier

Name

Job role/title

Signature

Date

For and on behalf of the Customer

Name

Job role/title

Signature

Date

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 9.3 (Call Off Terms)

FRAMEWORK SCHEDULE 9.3

CALL OFF TERMS

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{ TC "A. PRELIMINARIES " \l1 **}A. PRELIMINARIES**

1. { TC "1 DEFINITIONS AND INTERPRETATION" \l1 **}DEFINITIONS AND INTERPRETATION**

1.1 In this Call Off Agreement, unless otherwise provide or the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) and the Call Off Terms or the relevant Call Off Schedule in which that capitalised expression appear.

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

1.3 In this Call Off Agreement, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.6 references to "writing" include typing, printing, lithography photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Call Off Agreement;

1.3.8 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under this Call Off Agreement;

1.3.9 unless otherwise provided for, references to "Clauses" and "Call Off Schedules" are, unless otherwise provided, references to the clauses and schedules of this Call Off Agreement and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which the references appear;

1.3.10 the headings in this Call Off Agreement are for ease of reference only and shall not affect the interpretation or construction of this Call Off Agreement; and

1.3.11 references to this Call Off Agreement are references to this Call Off Agreement as amended from time to time.

1.4 Where a standard, policy or document is referred to in this Call Off Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Contracting Body and the Parties shall update this Call Off Agreement with a reference to the replacement hyperlink. For the avoidance of doubt, the Contracting Body may change such hyperlinks (at its sole discretion) from time to time without notice to the Supplier.

1.5 Subject to Clauses 1.6, 1.7 and 1.8 in the event of and only to the extent of any conflict between the Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1.5.1 the Framework Agreement (except Framework Schedule 4.1 (Supplier Solution);

1.5.2 the Order Form;

1.5.3 the Call Off Terms; and

1.5.4 Framework Schedule 4.1 (Supplier Solution).

1.6 Any permitted changes by the Contracting Body to the Call Off Terms and the Order Form under Clause 6 (Minimum Volumes and Call Off Procedure) of the Framework Agreement and Framework Schedule 9.1 (Call Off Procedure) prior to them becoming the Call Off Terms and the Order Form and the Parties entering this Call Off Agreement shall prevail over the Framework Agreement.

1.7 Where Framework Schedule 4.1 (Supplier Solution) contains provisions which are more favourable to the Contracting Body in relation to the rest of the Call Off Agreement, such provisions of Framework Schedule 4.1 (Supplier Solution) shall prevail. The Contracting Body shall in its absolute and sole discretion determine whether any provision in Framework Schedule 4.1 (Supplier Solution) is more favourable to it in this context.

1.8 Subject to Clause 1.7, in the event and to the extent only of a conflict between any of the provisions of the Call Off Terms, the conflict shall be resolved, in accordance with the following descending order of precedence:

1.8.1 the Call Off Clauses and Call Off Schedule 1 (Definitions); and

1.8.2 Call Off Schedule 2 (Charges, Payment and Invoicing).

2. { TC "3 REPRESENTATIONS AND WARRANTIES" \l1 **}NOT USED**

3. { TC "3 REPRESENTATIONS AND WARRANTIES" \l1 **}REPRESENTATIONS AND WARRANTIES**

3.1 Each Party represents and warrants that:

3.1.1 it has full capacity and authority to enter into and to perform this Call Off Agreement;

3.1.2 this Call Off Agreement is executed by its duly authorised representative;

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

3.1.4 its obligations under this Call Off Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to

applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

3.2 The Supplier represents and warrants that:

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

3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Agreement;

3.2.3 its execution, delivery and performance of its obligations under this Call Off Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;

3.2.4 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the PQQ and/or Invitation to Tender, its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Agreement or to the extent that the Supplier has otherwise disclosed to the Contracting Body in writing prior to the date of this Call Off Agreement;

3.2.5 as at the Call Off Commencement Date, it has notified the Contracting Body in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;

3.2.6 it has and shall continue to have all necessary rights in and to all IPR in respect of the Goods, Services and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Contracting Body which are necessary for the performance of the Supplier's obligations under this Call Off Agreement including the receipt of the Goods and Services by the Contracting Body;

3.2.7 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Agreement;

3.2.8 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

3.2.9 the supply of the Goods and Services shall comply with all British, EU or international standards, guidelines, regulations and legislative requirements concerning producer responsibility, environmental protection, disposal of waste, use of hazardous substances or similar concepts including, but not limited to, the RoHS Legislation and WEEE Legislation (the "**Environmental Protection Initiatives**") and the Supplier shall provide reasonable evidence of such compliance to the Contracting Body on request.

3.3 Each of the representations and warranties set out in Clauses 45 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Agreement.

3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 45 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.5 For the avoidance of doubt, the fact that any provision within this Call Off Agreement is expressed as a warranty shall not preclude any right of termination the Contracting Body may have in respect of breach of that provision by the Supplier which constitutes a material Default.

{ TC "B. DURATION OF CALL OFF AGREEMENT" \l1 **}B. DURATION OF CALL OFF AGREEMENT**

4. { TC "4 CALL OFF AGREEMENT PERIOD" \l1 **}CALL OFF AGREEMENT PERIOD**

4.1 This Call Off Agreement shall take effect on the Call Off Commencement Date (being the date that the Order is placed) and shall expire on the later of the satisfactory Delivery of the Goods and Services to the Contracting Body or the Call Off Expiry Date, where specified.

{ TC "C. CALL OFF AGREEMENT PERFORMANCE" \l1 **}C. CALL OFF AGREEMENT PERFORMANCE**

5. { TC "5 GOODS AND SERVICES" \l1 **}GOODS AND SERVICES**

5.1 **Provision of the Goods and Services**

5.1.1 The Supplier acknowledges and agrees that the Contracting Body relies on the skill and judgment of the Supplier in the provision of the Goods and Services and the performance of its obligations under this Call Off Agreement.

5.1.2 The Supplier shall ensure that the Goods and Services:

(a) comply in all respects with the description of the Goods and Services in the Order Form (or elsewhere in this Call Off Agreement); and

(b) are supplied in accordance with the provisions of this Call Off Agreement.

5.1.3 The Supplier must provide a catalogue that provides information to User Organisations about the ESN Handheld Device, field replaceable parts, accessories and services available, including:

(a) the cost of equipment;

(b) a standard data sheet showing compliance with standards and functionality;

(c) installation and maintenance information, including repair and return service information;

(d) equipment delivery and repair and return lead times.

5.1.4 The Supplier shall perform its obligations under this Call Off Agreement in accordance with:

(a) all applicable Law;

(b) Good Industry Practice;

(c) the Standards; and

(d) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 4.1.3(a) to 4.1.3(c) (inclusive).

5.1.5 The Supplier shall:

(a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Goods and Services (including, for the avoidance of doubt, the Documentation) in accordance with this Call Off Agreement;

(b) subject to Clause 10.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Goods and Services;

(c) minimise any disruption to the Contracting Body's operations when providing the Goods and Services;

(d) ensure that any documentation and training provided by the Supplier to the Contracting Body are comprehensive, accurate and prepared in accordance with Good Industry Practice;

(e) provide the Contracting Body with such assistance as the Contracting Body may reasonably require during the Call Off Agreement Period in respect of the supply of the Goods and Services;

(f) deliver the Goods and Services in a proportionate and efficient manner;

(g) ensure that neither it, nor any of its Affiliates, embarrasses the Contracting Body or otherwise brings the Contracting Body into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Contracting Body, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Agreement; and

(h) gather, collate and provide such information and co-operation as the Contracting Body may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Agreement.

5.1.6 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

5.2 **Time of Delivery of the Goods and Services**

5.2.1 The Supplier shall provide the Goods and Services on the date(s) specified in the Order Form (or elsewhere in this Call Off Agreement).

5.2.2 Subject to Clause 5.2.5, where the Goods are physically delivered by the Supplier, the point of delivery shall be when the Goods are removed from the transporting vehicle and transferred at the Sites.

5.2.3 At the Contracting Body's option, Delivery of Goods shall include unloading and stacking of the Goods by the Supplier Personnel at such place as the Contracting Body shall reasonably direct. Where the Goods are collected by the Contracting Body, the point of delivery shall be when the Goods are loaded on the Contracting Body's vehicle.

5.2.4 Unless expressly agreed to the contrary, the Contracting Body shall not be obliged to accept delivery of the Goods by instalments. If, however, the Contracting Body does 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 Contracting Body howsoever arising, entitle the Contracting Body to terminate the whole or any unfulfilled part of this Call Off Agreement for material Default without further liability to the Contracting Body.

5.2.5 The Supplier shall undertake timed deliveries and out-of-hours deliveries as specified in the Order Form (or elsewhere in the Call Off Agreement). Timed delivery is delivery on a specified date and within a defined time range specified by the Contracting Body on that date. The Contracting Body shall be able to reject early deliveries and late deliveries at no cost to the Contracting Body where a timed delivery or out-of-hours delivery has been specified.

5.2.6 The Supplier shall deliver to secure locations as directed by the Contracting Body in the Order Form (or elsewhere in the Call Off Agreement).

5.3 **Location and Manner of Delivery of the Goods and the Services**

5.3.1 Except where otherwise provided in this Call Off Agreement, the Supplier shall supply the Goods to the location(s) specified in the Order Form which, for the avoidance of doubt, may include Contracting Body-nominated third-party locations such as order fulfilment organisation(s), to allow for a third-party order fulfilment organisation to be involved in the future.

5.3.2 The Goods shall be marked, stored, handled and delivered in a proper manner and in accordance the Contracting Body's instructions as set out in the Order Form (or elsewhere in this Call Off Agreement), Good Industry Practice, any applicable Standards and any Law. In particular, the Goods shall be marked with the Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container.

5.3.3 On dispatch of any consignment of the Goods the Supplier shall send the Contracting Body an advice note specifying the means of transport, the place and date of dispatch, the number of packages, their weight and volume together with the all other relevant documentation and information required to be provided under any Laws.

5.3.4 The Supplier shall provide a CSV list as defined by MOT000231_PROD_UserDeviceSupplierICD to the US Supplier, the Customer and any Customer nominated and authorised third-parties.

5.3.5 The list of devices IMEI supplied in the delivery will be printed on a sheet and stuck to the outside of the consignment for easy scanning at Goods In.

5.3.6 Where the Customer or the Authority nominate a third-party order fulfilment logistics organisation, the Supplier shall work with the third-party organisation to provide a seamless logistical process for delivery, including any further electronic or paper information requirements pertaining to the inbound delivery of Goods.

5.4 **Risk and Ownership in Relation to the Goods**

5.4.1 Without prejudice to any other rights or remedies of the Contracting Body howsoever arising:

(a) risk in the Goods shall pass to the Contracting Body at the time of Delivery to the Contracting Body-nominated location or at the point that the Contracting Body nominated order fulfilment organisation collects or takes receipt of Goods on behalf of the Contracting Body and subject to any Contracting Body-defined inspection and / or acceptance criteria set out in the Order Form; and

(b) Ownership of the Goods shall pass to the Contracting Body on the earlier of Delivery of the Goods or payment by the Contracting Body of the Charges.

5.5 **Undelivered Goods**

5.5.1 In the event that any of the Goods are not Delivered in accordance with Clauses 5.1 to 5.3 or the Goods are Damaged or lost ("**Undelivered Goods**"), the Contracting Body, without prejudice to any other rights and remedies of the Contracting Body howsoever arising, shall be entitled to withhold payment of the applicable Charges that were not so Delivered until such time as the Undelivered Goods are Delivered.

5.5.2 The Contracting Body may, at its discretion and without prejudice to any other rights and remedies of the Contracting Body howsoever arising, deem the failure to comply with Clauses 5.1 to 5.3 to be a material Default.

5.6 **Obligation to Remedy of Default in the Supply of the Goods and Services**

5.6.1 Subject to Clause 14.4 (Intellectual Property Rights) and without prejudice to any other rights and remedies of the Contracting Body howsoever arising (including under Clauses 5.5.2 (Undelivered Goods) and 18 (Contracting Body Remedies for Default)), the Supplier shall, where practicable:

(a) remedy any breach of its obligations in this Clause 5 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Contracting Body or within such other time period as may be agreed with the Contracting Body (taking into account the nature of the breach that has occurred); and

(b) meet all the costs of, and incidental to, the performance of such remedial work.

5.7 **Continuing Obligation to Provide the Goods and Services**

5.7.1 The Supplier shall continue to perform all of its obligations under this Call Off Agreement and shall not suspend the provision of the Goods and/or Services, notwithstanding:

(a) any withholding or deduction by the Contracting Body of any sum due to the Supplier pursuant to the exercise of a right of the Contracting Body to such withholding or deduction under this Call Off Agreement;

(b) the existence of an unresolved Dispute; and/or

(c) any failure by the Contracting Body to pay any Charges unless the Supplier is entitled to terminate this Call Off Agreement under Clause 21.1 (Termination on Contracting Body Cause for Failure to Pay) for failure by the Contracting Body to pay undisputed Charges.

5.8 **Over Delivered Goods**

5.8.1 The Contracting Body shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Order Form (or elsewhere in this Call Off Agreement) ("**Over-Delivered Goods**").

5.8.2 If the Contracting Body elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Contracting Body howsoever arising, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Contracting Body any expenses incurred by the Contracting Body as a result of such over-delivery (including but not limited to the costs of moving and storing the Over-Delivered Goods).

5.8.3 If the Supplier fails to comply with the Contracting Body's notice under Clause 5.8.2, the Contracting Body may dispose of such Over-Delivered Goods and charge the Supplier for the costs of such disposal. The risk in any Over-Delivered Goods shall remain with the Supplier.

5.9 **Responsibility for Damage to or Loss of the Goods**

5.9.1 Without prejudice to the Supplier's other obligations to provide the Goods in accordance with this Call Off Agreement, the Supplier accepts responsibility for all damage to or loss of the Goods if:

(a) such damage and/or loss is notified in writing to the Supplier within twenty (20) Working Days of the Delivery of the Goods at the Contracting Body's nominated site; and

(b) the Goods have been handled by the Contracting Body in accordance with the Supplier's instructions.

5.9.2 Where the Supplier accepts responsibility under Clause 5.9.1 it shall, at its sole option, replace or repair the Goods (or part thereof) within such time as is reasonable having regard to the circumstances and as agreed with the Contracting Body. Return of the Damaged Goods shall be at the Supplier's cost. For the avoidance of doubt, the Contracting Body shall not approve any Damaged or lost Goods as Delivered.

5.10 **Defects After Acceptance**

5.10.1 Any Defect which arises in the Goods and/or Services during the Warranty Period shall be managed under the terms of the Warranty Services.

5.10.2 If required by the Contracting Body, the Supplier shall provide all reasonable support and cooperation to the Supplier to obtain a remedy from the manufacturer under any applicable warranty.

5.10.3 The provisions of this Clause 5.10 are without prejudice to the other rights and remedies of the Contracting Body under this Call Off Agreement in respect of any Defect in Goods and/or Services.

5.11 Goods Replacement/Substitution

5.11.1 In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Contracting Body's Order and is contractually bound, the Supplier shall offer the Contracting Body a replacement model or equivalent substitute goods at no additional cost to the Contracting Body. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace, and shall meet or exceed the requirements of Schedule 2.1 of the Framework Agreement (Service Requirements). It shall be the Contracting Body's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Contracting Body rejects the replacement model or equivalent substitute goods, the Supplier's failure to Deliver in accordance with the Call Off Agreement shall be deemed a material Default entitling the Contracting Body to terminate the Call Off Agreement.

5.12 Access to Spares

5.12.1 The Supplier shall have access to a sufficient stock of spare Goods to allow the Customer to initiate swaps of faulty Goods, or to address Dead On Arrival/Installation (DOA/DOI) issues, with replacement by the same model and specification of Goods

5.12.2 Upon notification by the Customer:

a) of a DOA/DOI issue, the Supplier shall swap the Good with a spare Good within forty-eight (48) hours of the Customer reporting the issue; and

b) where the Supplier holds spare stock on behalf of the Customer, in accordance with the requirements set out in Schedule 2.1 (Requirements).

5.12.3 For the avoidance of doubt, the Customer shall not Approve any DOA/DOI Goods.

5.12.4 The Supplier shall have access to a sufficient stock of spare components to undertake repairs to Goods in accordance with warranty requirements, and in any case to undertake required repairs within a reasonable period of time.

5.13 Endemic Failures

5.13.1 The Supplier shall collate information on the failure rate of Goods such that it can trace failure rate by batch, principal reasons for failure, and by Contracting Body affected by Goods failure. This information will help the Supplier to identify situations of Endemic Failures. In the event of Endemic Failure of the Goods supplied, the Supplier shall inform the Contracting Body and the Contracting Body has the right to reject all Goods in the affected batch and require their replacement by the Supplier at no cost to the Contracting Body and without prejudice to the Contracting Body's right of remedies. Endemic Failure also triggers a material Default by the Supplier, entitling the Contracting Body to terminate the Call Off Agreement.

5.14 Provision of Catalogue

5.14.1 The Supplier shall provide Accessories to the Contracting Body in accordance with Framework Schedule 9.4 (Catalogue).

5.14.2 For the avoidance of doubt, the terms set out in this Call Off Agreement in respect of Goods shall apply to all Accessories (unless expressly stated otherwise pursuant to Framework Schedule 9.4 (Catalogue).

5.14.3 Orders for the Accessories shall be placed by the Contracting Body in accordance with the provisions of Framework Schedule 9.4 (Catalogue).

6. { TC "6 STANDARDS AND QUALITY" \l1 }STANDARDS AND QUALITY

6.1 The Supplier shall at all times during the Call Off Agreement Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

6.2 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Agreement Period:

6.2.1 be appropriately experienced, qualified and trained to supply the Goods and Services in accordance with this Call Off Agreement;

6.2.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;

6.2.3 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Goods and Services; and

6.2.4 obey all lawful instructions and reasonable directions of the Contracting Body and provide the Goods and Services to the reasonable satisfaction of the Contracting Body.

6.3 The Supplier shall ensure that the Goods and Services are Delivered in accordance with the Specifications, requirements in the Order Form, the Authority's Requirements and the Call Off Agreement.

6.4 The Supplier shall ensure the Goods and Services are free from Defects in design and workmanship and are fit for the purpose.

6.5 The Supplier must submit a quality plan to cover all the activities engaged in fulfilling this Agreement before the first shipment of Product or at a time agreed by both Parties. If this quality plan is not to the satisfaction of the Authority, the Supplier will re-submit a revised quality plan within 5 working days of notification from the Authority. Should this revised quality plan not be accepted by Authority (such acceptance not to be unreasonably withheld or delayed) then Authority reserves the right to reject any further delivery of the Product until the quality plan has been accepted by Authority.

6.6 The Supplier must operate formal risk management processes and shall inform the Authority any risks that may impact upon Product quality or delivery timescales. The Supplier is to provide documented evidence of their risk management processes where requested by the Authority and within 10 working days of receiving the request.

7. { TC "7 DISRUPTION" \l1 }DISRUPTION

7.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Agreement it does not disrupt the operations of the Contracting Body, its employees or any other contractor employed by the Contracting Body.

7.2 The Supplier shall immediately inform the Contracting Body of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Agreement.

7.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Goods and Services in accordance with its obligations under this Call Off Agreement.

7.4 If the Supplier's proposals referred to in Clause 7.3 are considered insufficient or unacceptable by the Contracting Body acting reasonably then the Contracting Body may terminate this Call Off Agreement for material Default.

{ TC "D. CALL OFF AGREEMENT GOVERNANCE" \l1 **}D. CALL OFF AGREEMENT GOVERNANCE**

8. **{** TC "8 REPRESENTATIVES" \l1 **}REPRESENTATIVES**

8.1 Each Party shall have a representative for the duration of this Call Off Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Agreement.

8.2 The initial Supplier Representative and Contracting Body Representative shall be the persons named as such in the Order Form. Either Party may revoke or amend the authority of or replace their respective representative by written notice to the other Party.

9. **{** TC "9 RECORDS AND AUDIT" \l1 **}RECORDS AND AUDIT**

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

9.1.1 **seven (7) years after the date of termination or expiry of this Call Off Agreement; or**

9.1.2 **such other date as may be agreed between the Parties,**

full and accurate records and accounts of the operation of this Call Off Agreement, the Goods and Services provided pursuant to this Call Off Agreement and/or made available on the Catalogue and the amounts paid by the Contracting Body under this Call Off Agreement.

9.2 The Supplier shall keep the records and accounts referred to in Clause 9.1 in accordance with Good Industry Practice and Law.

9.3 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 9.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Agreement, including for the following purposes:

9.3.1 to verify the accuracy of the Charges and any other amounts payable under this Call Off Agreement (including proposed or actual Variations to them in accordance with this Call Off Agreement);

9.3.2 to verify the costs of the Supplier (including the costs of all Sub-Contractors) in connection with the provision of the Goods and Services;

9.3.3 to verify the Supplier's and each Sub-Contractor's compliance with applicable Law;

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

9.3.5 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Call Off Guarantor and/or any Sub-Contractors or their ability to provide and Goods and/or Services (as applicable);

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

9.3.7 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Agreement;

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

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

9.3.10 to review the integrity, confidentiality and security of the Contracting Body Personal Data; and/or

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

9.4 The Contracting Body shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and Services; save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Contracting Body.

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

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

9.5.2 reasonable access to any Sites controlled by the Supplier and to equipment used in the provision of the Goods and Services; and

9.5.3 access to the Supplier Personnel.

9.6 If an Audit reveals that a material Default has been committed by the Supplier then the Contracting Body shall be entitled to terminate this Call Off Agreement.

9.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 9.

10. { TC "10 CHANGE" \l1 }CHANGE

10.1 Variation Procedure

10.1.1 Except as otherwise permitted by this Call Off Agreement, no change to the terms of this Call Off Agreement shall be effective unless it is in writing and signed by or on behalf of both Parties.

10.2 **Legislative Change**

10.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Agreement nor be entitled to an increase the Charges, as the result of a:

(a) General Change in Law; or

(b) Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Call Off Commencement Date.

10.2.2 If a Specific Change in Law occurs or will occur during the Call Off Agreement Period (other than as referred to in Clause 10.2.1(b), the Supplier shall:

(a) notify the Contracting Body as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Charges, or this Call Off Agreement; and

(b) provide the Contracting Body with evidence:

(i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

(ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and

(iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Clause 24 (Continuous Improvement), has been taken into account in amending the Charges (as applicable).

10.2.3 Any change in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 10.2.1(b) shall be implemented in accordance with Clause 10.1 (Variation Procedure).

{ TC "E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS" \l1 **}E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS**

11. **{** TC "11 CHARGES AND PAYMENT" \l1 **}CHARGES AND PAYMENT**

11.1 **Charges**

11.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Agreement, including the provision of the Goods and Services, the Contracting Body shall pay the undisputed Charges in accordance with the pricing and payment profile and the invoicing procedure in the Order Form, Call Off Schedule 2 (Charges, Payment and Invoicing) and the Order Form.

11.1.2 If the Contracting Body fails to pay any undisputed Charges properly invoiced under this Call Off Agreement, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

11.1.3 If at any time during this Call Off Agreement Period the Supplier reduces its Framework Prices for any Goods and/or Services which are provided under the Framework Agreement (whether or not such Goods and/or Services are offered in the Catalogue which is provided under the Framework Agreement) in accordance

with the terms of the Framework Agreement, the Supplier shall immediately reduce the Charges for such Goods and/or Services under this Call Off Agreement by the same amount.

11.2 **VAT**

11.2.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Contracting Body following delivery of a Valid Invoice.

11.2.2 The Supplier shall indemnify the Contracting Body on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Contracting Body at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Agreement. Any amounts due under this Clause 11.2.2 shall be paid in cleared funds by the Supplier to the Contracting Body not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Contracting Body.

11.3 **Retention and Set off**

11.3.1 The Contracting Body may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Agreement or under any other agreement between the Supplier and the Contracting Body.

11.3.2 If the Contracting Body wishes to exercise its right pursuant to Clause 11.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Contracting Body's reasons for retaining or setting off the relevant Charges.

11.3.3 The Supplier shall make any payments due to the Contracting Body without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Contracting Body to the Supplier.

11.4 **Income Tax and National Insurance Contributions**

11.4.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Agreement, the Supplier shall:

(a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

(b) indemnify the Contracting Body against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods and/or Services by the Supplier or any Supplier Personnel.

12. **{** TC "12 PROMOTING TAX COMPLIANCE" \l1 **}PROMOTING TAX COMPLIANCE**

12.1 If, at any point during the Call Off Agreement Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

12.1.1 notify the Contracting Body in writing of such fact within five (5) Working Days of its occurrence; and

12.1.2 promptly provide to the Contracting Body:

(a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Contracting Body may reasonably require.

{ TC "F. SUPPLY CHAIN MATTERS" \l1 **}F. SUPPLY CHAIN MATTERS**

13. { TC "13 SUPPLY CHAIN RIGHTS AND PROTECTION" \l1 **}SUPPLY CHAIN RIGHTS AND PROTECTION**

13.1 **Appointment of Key Sub-Contractors**

13.1.1 The Key Sub-Contractors shall be as listed in Framework Schedule 4.4 (Sub-Contractors).

13.1.2 Factory Inspection ~ Box opening ~ The Authority, or the Contracting Body, shall have the right to visit the manufacturing facilities of the Supplier to witness the manufacturing process and to perform an inspection of the Contracting Body's devices. Such optional visits shall be co-ordinated with the first production run of any new device.

13.1.3 The Supplier Should inform The Authority when ESN devices are being produced to witness production if required.

13.2 **Retention of Legal Obligations**

13.2.1 Notwithstanding the Supplier's right to sub-contract pursuant to Clause 20 of the Framework Agreement (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

14. { TC "14 INTELLECTUAL PROPERTY RIGHTS" \l1 **}INTELLECTUAL PROPERTY RIGHTS**

14.1 The Supplier grants, or shall procure the grant, to the Contracting Body a non-exclusive, perpetual, worldwide irrevocable licence to:

14.1.1 use any Intellectual Property Rights in the Goods and Services provided under this Call Off Agreement in order for the Contracting Body to receive the benefit of this Call Off Agreement and to use the Goods and Services in accordance with their intended use;

14.1.2 sublicense the license provided under Clause 14.1.1 of this Call Off Agreement to:

(a) any third party to whom the Contracting Body transfers, assigns and/or provides the Goods and Services in order to allow that third party to use the Goods and Services; and

(b) any Other Supplier for the purposes of enabling that supplier to repair and/or perform repair services on the Goods and Services after the Warranty Period.

14.2 Intellectual Property Rights previously owned by either Party (or their respective licensors) shall continue to be so owned, and Intellectual Property Rights developed by either Party independently of this Call Off Agreement, shall be owned by the Party who so developed them.

14.3 Save as expressly granted elsewhere under the Call Off Agreement, the Contracting Body shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors and the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Contracting Body or its licensors.

14.4 The Supplier shall on demand fully indemnify and keep fully indemnified and hold the Contracting Body (including any of its sublicencees pursuant to Clause 14.1.2) harmless from and against all actions, suits, claims, demands, Losses, charges, damages, costs and expenses and other liabilities which the Contracting Body (including any of its sublicencees pursuant to Clause 14.1.2) may suffer or incur as a result of any claim that the use of the services by the Contracting Body (including any of its sublicencees pursuant to Clause 14.1.2) infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "**Claim**").

14.5 If a Claim arises, the Contracting Body shall notify the Supplier in writing of the Claim and the Contracting Body shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Contracting Body:

14.5.1 notify the Supplier promptly in writing of any such Claim;

14.5.2 permit the Supplier to have sole control of the defence, compromise or settlement of such claim, including any appeals;

14.5.3 not make any prejudicial statements or settlement offers without the prior written consent of the Supplier;

14.5.4 fully co-operate with the Supplier in the defence or settlement of such Claim. The Supplier shall have no rights to use any of the Contracting Body's names, logos or trademarks without the prior written Approval of the Contracting Body.

15. { TC "15 SECURITY AND PROTECTION OF INFORMATION" \l1 }SECURITY AND PROTECTION OF INFORMATION

15.1 Security Requirements

15.1.1 The Supplier shall comply, and shall procure the compliance of the Supplier's Personnel with the Security Requirements set out in the Framework Agreement.

15.2 Malicious Software

15.2.1 The Supplier shall, as an enduring obligation throughout the Call Off Agreement Period use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).

15.2.2 Notwithstanding Clause 45.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Contracting Body Data, assist each other to mitigate any Losses and to restore the provision of the Goods and Services to their desired operating efficiency.

15.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 15.2.2 shall be borne by the Supplier, where the Malicious Software originates from the Supplier Software, Third Party Software supplied by the Supplier (except where the Contracting Body has waived the obligation set out in Clause 45.1) or the Contracting Body Data (whilst the Contracting Body Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Contracting Body when provided to the Supplier.

15.3 **Protection of Contracting Body Data**

15.3.1 To the extent that the Contracting Body Data is held and/or Processed by the Supplier:

(a) the Supplier shall not delete or remove any proprietary notices contained within or relating to the Contracting Body Data.

(b) the Supplier shall not store, copy, disclose, or use the Contracting Body Data except as necessary for the performance by the Supplier of its obligations under this Call Off Agreement or as otherwise Approved by the Contracting Body.

(c) the Supplier shall take responsibility for preserving the integrity of Contracting Body Data and preventing the corruption or loss of Contracting Body Data.

(d) if at any time the Supplier suspects or has reason to believe that the Contracting Body Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Contracting Body immediately and inform the Contracting Body of the remedial action the Supplier proposes to take.

(e) if the Contracting Body Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Contracting Body may:

(i) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Contracting Body Data and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Contracting Body's notice; and/or

(ii) itself restore or procure the restoration of Contracting Body Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so).

15.4 **Confidentiality**

15.4.1 For the purposes of this Clause, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

15.4.2 Except to the extent set out in this Clause 15 or where disclosure is expressly permitted elsewhere in this Call Off Agreement, the Recipient shall:

(a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and

(b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Agreement or without obtaining the owner's prior written consent;

(c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call Off Agreement; and

(d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

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

(a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 15.6.1 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

(b) the need for such disclosure arises out of or in connection with:

(i) any legal challenge or potential legal challenge against the Contracting Body arising out of or in connection with this Call Off Agreement;

(ii) the purpose of the examination and certification of the Contracting Body's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Body is making use of any Goods and/or Services provided under this Call Off Agreement; or

(iii) the conduct of a Central Government Body review in respect of this Call Off Agreement; or

(c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

15.4.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

15.4.5 Subject to Clauses 15.4.3 and 15.4.4, the Supplier may only disclose the Confidential Information of the Contracting Body on a confidential basis to:

(a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Call Off Agreement; and

(b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Agreement.

15.4.6 Where the Supplier discloses Confidential Information of the Contracting Body pursuant to Clause 15.4.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Agreement by the persons to whom disclosure has been made.

15.4.7 The Contracting Body may disclose the Confidential Information of the Supplier:

(a) on a confidential basis to any Central Government Body for any proper purpose of the Contracting Body or of the relevant Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Bodies;

(b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(c) to the extent that the Contracting Body (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 15.4.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Agreement;

(e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Agreement; or

(f) to a proposed transferee, assignee or novatee of, or successor in title to the Contracting Body and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Contracting Body under this Clause 15.

15.4.8 Nothing in this Clause 15 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

15.4.9 In the event that the Supplier fails to comply with Clauses 15 to 15.4.5, the Contracting Body reserves the right to terminate this Call Off Agreement for material Default.

15.5 **Transparency**

15.5.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Agreement is not Confidential Information. The Contracting Body shall determine whether any of the content of this Call Off Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Contracting Body may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

15.5.2 Notwithstanding any other provision of this Call Off Agreement, the Supplier hereby gives his consent for the Contracting Body to publish this Call Off 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 Call Off Agreement agreed from time to time.

15.5.3 The Supplier shall assist and cooperate with the Contracting Body to enable the Contracting Body to publish this Call Off Agreement.

15.6 **Freedom of Information**

15.6.1 The Supplier acknowledges that the Contracting Body is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Contracting Body to enable the Contracting Body to comply with its Information disclosure obligations under the FOIA and EIRs;

(b) transfer to the Contracting Body all Requests for Information relating to this Call Off Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

(c) provide the Contracting Body with a copy of all Information belonging to the Contracting Body requested in the Request for Information which is in its possession or control in the form that the Contracting Body requires within five (5) Working Days (or such other period as the Contracting Body may reasonably specify) of the Contracting Body's request for such Information; and

(d) not respond directly to a Request for Information unless authorised in writing to do so by the Contracting Body.

15.6.2 The Supplier acknowledges that the Contracting Body may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Contracting Body shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Agreement) the Contracting Body shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15.7 **Protection of Personal Data**

15.7.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Agreement, the Parties acknowledge that the Contracting Body is the Data Controller and that the Supplier is the Data Processor.

15.7.2 Where the Supplier is Processing the Personal Data for the Contracting Body, the Supplier shall:

(a) Process the Personal Data only in accordance with instructions from the Contracting Body to perform its obligations under this Call Off Agreement;

(b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

(c) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful

Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;

(d) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Contracting Body (save where such disclosure or transfer is specifically authorised under this Call Off Agreement). Without limiting the foregoing where the Supplier wishes to appoint a sub-contractor for the purpose of providing the Goods or performing the Services or in relation to any of its obligations under this Call Off Agreement, the Supplier shall where such sub-contractor shall Process Personal Data ensure that it has entered into a written agreement with the sub-contractor on terms which are substantially the same as, but no less onerous than, the terms set out in this Clause 15 and a provision restricting the ability of the sub-contractor to sub-contract all or any part of the services provided to the Supplier under such contract without first seeking the consent of the Authority;

(e) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:

(i) are aware of and comply with the Supplier's duties under this Clause 38.2 and Clause 15.4 (Confidentiality);

(ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Contracting Body or as otherwise permitted by this Call Off Agreement;

(iii) have entered into appropriate contractually binding confidentiality undertakings or are bound by relevant binding confidentiality undertakings by enactment; and

(iv) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);

(f) notify the Contracting Body within five (5) Working Days if it receives:

(i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Contracting Body's obligations under the DPA;

(ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or

(iii) request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

(g) provide the Contracting Body with full cooperation and assistance (within the timescales reasonably required by the Contracting Body) in relation to any complaint, communication or request made (as referred to at Clause 38.2.6), including by promptly providing:

(i) the Contracting Body with full details and copies of the complaint, communication or request;

(ii) where applicable, such assistance as is reasonably requested by the Contracting Body to enable the Contracting Body to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and

(iii) the Contracting Body, on request by the Contracting Body, with any Personal Data it holds in relation to a Data Subject; and

(h) provide the Contracting Body with full cooperation and assistance (within the timescales, reasonably required by the Contracting Body) to ensure the Contracting Body's compliance with its obligations under the Data Protection Legislation, including:

(i) obligations relating to ensuring the security and integrity of the Personal Data;

(ii) obligations relating to notification of any Breach of Security to any supervising authority and/or the Data Subject;

(iii) undertaking any data protection impact assessments (as required by the Data Protection Legislation);

(i) notify the Contracting Body immediately if it considers in its opinion any of the Contracting Body's instructions infringe the Data Protection Legislation;

(j) if requested by the Contracting Body, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 38.2 and provide to the Contracting Body copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

15.7.3 The Supplier shall not Process or cause or permit any Personal Data to be transferred in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "**Restricted Countries**") without the Approval of the Contracting Body. If, after the Call Off Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:

(a) the Supplier shall propose a Variation to the Contracting Body which, if it is agreed by the Contracting Body, shall be dealt with in accordance with Clause 10.1 (Variation Procedure) and Clauses 38.3.2 to 38.3.4;

(b) the Supplier shall set out in its proposal to the Contracting Body for a Variation, details of the following:

(i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;

(ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed;

(iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and

(iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Contracting Body's compliance with the DPA;

(c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Contracting Body, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries;

(d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Contracting Body may notify in writing, including:

(i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Call Off Agreement or a separate data processing agreement between the Parties; and

(ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:

(1) a direct data processing agreement with the Contracting Body on such terms as may be required by the Contracting Body; or

(2) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Contracting Body and the Supplier relating to the relevant Personal Data transfer,

and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Contracting Body deems necessary for the purpose of protecting Personal Data.

15.7.4 The Supplier shall use its reasonable endeavours to assist the Contracting Body to comply with any obligations under the DPA and shall not perform its obligations under this Call Off Agreement in such a way as to cause the Contracting Body to breach any of the Contracting Body's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

16. { TC "16 PUBLICITY AND BRANDING" \l1 **}PUBLICITY AND BRANDING**

16.1 The Supplier shall not:

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

16.1.2 use the Contracting Body's name or brand in any promotion or marketing or announcement of Orders,

without Approval (the decision of the Contracting Body to Approve or not shall not be unreasonably withheld or delayed).

16.2 Each Party acknowledges to the other that nothing in this Call Off Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Goods and/or Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

16.3 The Contracting Body shall be entitled to publicise this Call Off Agreement in accordance with any legal obligation upon the Contracting Body, including any examination of this Call Off Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

{ TC "H. LIABILITY AND INSURANCE" \l1 **}H. LIABILITY AND INSURANCE**

17. **{** TC "17 LIABILITY" \l1 **}LIABILITY**

17.1 NOT USED

17.2 Neither Party excludes or limits it liability for:

17.2.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

17.2.2 bribery or Fraud by it or its employees;

17.2.3 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;

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

17.3 Nothing in this Call Off Agreement shall limit or exclude the Supplier's liability:

17.3.1 under clause 14.4;

17.3.2 any wilful default or abandonment of work by the Supplier in breach of this Call Off Agreement, where "abandonment" shall mean the intentional cessation by the Supplier, other than as permitted under this Call Off Agreement, of the performance of all or substantially all of obligations then required to be performed by the Supplier under this Call Off Agreement;

17.3.3 any loss in connection with a breach by the Supplier of Clauses 29 (Prevention of Fraud and Bribery) , 15.4 (Confidentiality) or 15.7 (Protection of Personal Data); or

17.3.4 under the indemnities at Clauses 11.2.2 (VAT), 11.4.1(b) (Income Tax and National Insurance Contributions); 14.4 (Intellectual Property Rights); **Error! Reference ource not found.** (Liability) of this Call Off Agreement.

17.4 Subject to Clauses 17.2 and 17.3 the Supplier's liability:

17.4.1 in respect of a single event (but without prejudice to the number of single events) shall be limited to the sum of £10,000,000 in respect of any damage to property;

17.4.2 in respect of the failure of any of the Goods and/or Services shall not exceed £1,000,000 or 150% of the total Charges paid or payable under this Call Off Agreement in any period of twelve (12) Months;

17.4.3 in respect of all other Losses arising out of or in connection with this Call Off Agreement arising from any one event shall be limited to the greater of:

(a) £1,000,000; or

(b) 150% of the Charges due (whether paid or payable) from the Contracting Body to the Supplier under this Call Off Agreement].

in any period of twelve (12) Months.

17.5 Subject to Clause 17.2, the total aggregate liability of the Contracting Body for all Losses and indemnities arising under or in connection with this Call Off Agreement shall be limited as follows:

17.5.1 for non-payment of invoices for Goods and Services supplied pursuant to this Call Off Agreement to the amount unpaid and any interest due on such amount pursuant to Clause 11.1.2 (Charges); and

17.5.2 for any other liability, to 70% of the Charges payable under this Call Off Agreement.

17.6 Subject to Clauses 17.2 and 17.3 neither Party shall be liable to the other Party for any:

17.6.1 indirect, special or consequential Loss;

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

17.7 Subject to Clause 17.4, and notwithstanding Clause 17.6, the Supplier acknowledges that the Contracting Body may, recover from the Supplier the following Losses incurred by the Contracting Body to the extent that they arise as a result of, and relate to a Default by the Supplier:

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

17.7.2 any wasted expenditure or charges;

17.7.3 the additional cost of procuring Replacement Goods and/or Services for the remainder of the Call Off Agreement Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Call Off Agreement;

17.7.4 any compensation or interest paid to a third party by the Contracting Body; and

17.7.5 any fine, penalty or costs incurred by the Contracting Body pursuant to Law.

17.8 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Agreement.

{ TC "H.REMEDIES AND RELIEF" \l1 **}H. REMEDIES AND RELIEF**

18. { TC "18 CUSTOMER REMEDIES FOR DEFAULT" \l1 }CUSTOMER REMEDIES FOR DEFAULT

18.1 Remedies

18.1.1 Without prejudice to any other right or remedy of the Contracting Body howsoever arising, if the Supplier commits any Default of this Call Off Agreement then the Contracting Body may (whether or not any part of the Goods and/or Services have been Delivered) do any one or more of the following:

(a) at the Contracting Body's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of this Call Off Agreement are fulfilled, in accordance with the Contracting Body's instructions;

(b) carry out, at the Supplier's expense, any work necessary to make the provision of the Goods and/or Services comply with this Call Off Agreement;

(c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):

(i) instruct the Supplier to comply with the Rectification Plan Process; and/or

(ii) without terminating the whole of this Call Off Agreement, terminate or suspend this Call Off Agreement in respect of part of the provision of the Goods and/or Services.

18.2 Rectification Plan Process

18.2.1 Where the Contracting Body has instructed the Supplier to comply with the Rectification Plan Process in accordance with this Call Off Agreement:

(a) The Supplier shall submit a draft Rectification Plan to the Contracting Body for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Contracting Body's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Contracting Body's request for a draft Rectification Plan.

(i) The draft Rectification Plan shall set out:

(1) full details of the Default that has occurred, including a root cause analysis;

(2) the actual or anticipated effect of the Default; and

(3) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such

steps and for the rectification of the Default (where applicable).

18.2.2 The Supplier shall promptly provide to the Contracting Body any further documentation that the Contracting Body requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 6 of Annex 1 (Dispute Resolution Procedure) to the Call Off Terms.

18.2.3 The Contracting Body may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

(a) is insufficiently detailed to be capable of proper evaluation;

(b) will take too long to complete;

(c) will not prevent reoccurrence of the Default; and/or

(d) will rectify the Default but in a manner which is unacceptable to the Contracting Body.

18.2.4 The Contracting Body shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Contracting Body rejects the draft Rectification Plan, the Contracting Body shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Contracting Body for review within five (5) Working Days (or such other period as agreed between the Parties) of the Contracting Body's notice rejecting the first draft.

18.2.5 If the Contracting Body consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.]

19. { TC "19 FORCE MAJEURE" \l1 }FORCE MAJEURE

19.1 Subject to the remainder of this Clause 19 a Party may claim relief under this Clause 19 from liability for failure to meet its obligations under this Call Off Agreement for as long as and only to the extent that the performance of those obligations is directly affected by an event of Force Majeure. Any failure or delay by the Supplier in performing its obligations under this Call Off Agreement which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to an event of Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by an event of Force Majeure from complying with an obligation to the Supplier.

19.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the an event of Force Majeure, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

19.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 19 to the extent that consequences of the relevant an event of Force Majeure:

19.3.1 are capable of being mitigated, but the Supplier has failed to do so; and/or

19.3.2 should have been foreseen and prevented or avoided by a prudent provider of goods and/or services similar to the Goods and/or Services, operating to the standards required by this Call Off Agreement.

19.4 Subject to Clause 19.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Goods and Services affected by the event of Force Majeure.

19.5 The Parties shall at all times following the occurrence of an event of Force Majeure and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the an event of Force Majeure. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the an event of Force Majeure.

19.6 Where, as a result of an event of Force Majeure:

19.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Agreement, then during the continuance of the event of Force Majeure:

(a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Agreement in whole or in part as a result of such failure unless the provision of the Goods and/or Services is materially impacted by an event of Force Majeure which endures for a continuous period of more than ninety (90) days; and

(b) the Supplier shall not be liable for any Default and the Contracting Body shall not be liable for any Contracting Body Cause arising as a result of such failure;

19.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Agreement:

(a) the Contracting Body shall not be entitled during the continuance of the Event of Force Majeure to exercise its step-in rights under Clause 18.1.1(b) and 18.1.1(c) (Contracting Body Remedies for Default) as a result of such failure; and

(b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Goods and/or Services (or part of the Goods and/or Services) continue to be provided in accordance with the terms of this Call Off Agreement during the occurrence of the event of Force Majeure.

19.7 The Affected Party shall notify the other Party as soon as practicable after the event of Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Agreement.

19.8 Relief from liability for the Affected Party under this Clause 19 shall end as soon as the event of Force Majeure no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Agreement and shall not be dependent on the serving of notice under Clause 19.7.

{ TC "J. TERMINATION AND EXIT MANAGEMENT" \l1 **}J. TERMINATION AND EXIT MANAGEMENT**

20. { TC "20 CUSTOMER TERMINATION RIGHTS" \l1 **}CUSTOMER TERMINATION RIGHTS**

20.1 **NOT USED**

20.2 **Termination on Material Default**

20.2.1 The Contracting Body may terminate this Call Off Agreement for material Default by issuing a Termination Notice to the Supplier where:

(a) as a result of any Defaults the Contracting Body incurs Losses in a Contract Year which exceeds 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 17;

(b) the Contracting Body expressly reserves the right to terminate this Call Off Agreement for material Default, including pursuant to any of the following Clauses 5.2.4, 5.5.2, 5.11.1, 5.13.1, 7.4, 9.6, 15.4.9 and 29.6.2 .

(c) the Supplier commits any material Default of this Call Off Agreement which is not, in the reasonable opinion of the Contracting Body, capable of remedy; and/or

(d) the Supplier commits a Default, including a material Default, which in the opinion of the Contracting Body is remediable but has not remedied such Default to the satisfaction of the Contracting Body in accordance with the Rectification Plan Process.

20.2.2 For the purpose of Clause 20.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

20.3 **Termination Without Cause**

20.3.1 The Contracting Body shall have the right to terminate this Call Off Agreement at any time by issuing a Termination Notice to the Supplier giving at least twenty (20) Working Days written notice.

20.4 **Termination in Relation to Framework Agreement**

20.4.1 The Contracting Body may terminate this Call Off Agreement by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever. For the avoidance of doubt this right shall not arise in the case of expiry of the Framework Agreement.

20.5 **Termination in relation to Tax Compliance**

20.5.1 The Contracting Body may terminate this Call Off Agreement by issuing a Termination Notice to the Supplier in the event that:

(a) the warranty given by the Supplier pursuant to Clause 18.1.1 is materially untrue or misleading; or

(b) the Supplier commits a material breach of its obligation to notify the Contracting Body of any Occasion of Tax Non-Compliance as required by Clause 12; or

(c) the Supplier fails to provide details of proposed mitigating factors as required by Clause 12.1.2(a) which in the reasonable opinion of the Contracting Body, are acceptable.

20.6 **Termination on Insolvency**

20.6.1 The Contracting Body may terminate this Call Off Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

21. **{** TC "21 SUPPLIER TERMINATION RIGHTS" \l1 **}SUPPLIER TERMINATION RIGHTS**

21.1 **Termination on Contracting Body Cause for Failure to Pay**

21.1.1 The Supplier may, by issuing a Termination Notice to the Contracting Body terminate this Call Off Agreement if the Contracting Body fails to pay an undisputed sum due to the Supplier under this Call Off Agreement to the Supplier which in aggregate exceeds a sum equal to fifty per cent (50%) of the Charges payable by the Contracting Body to the Supplier and such amount remains outstanding forty (40) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Contracting Body of a written notice of non-payment from the Supplier specifying:

(a) the Contracting Body's failure to pay; and

(b) the correct overdue and undisputed sum; and

(c) the reasons why the undisputed sum is due; and

(d) the requirement on the Contracting Body to remedy the failure to pay; and

this Call Off Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Contracting Body exercising its rights under this Call Off Agreement including Clause 11.3 (Retention and Set off).

21.1.2 The Supplier shall not suspend the supply of the Goods and/or Services for failure of the Contracting Body to pay undisputed sums of money (whether in whole or in part).

22. **TERMINATION BY EITHER PARTY**

Termination for continuing Force Majeure Event

22.1 Either Party may, by issuing a Termination Notice to the other Party terminate this Call Off Agreement, in accordance with Clause 19.6.1a) (Force Majeure).

23. **{** TC "23 PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION" \l1 **}PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION**

23.1 Where the Contracting Body has the right to terminate this Call Off Agreement, the Contracting Body shall be entitled to terminate or suspend all or part of this Call Off Agreement provided always that, if the Contracting Body elects to terminate or suspend this Call Off Agreement in part, the parts of this Call Off Agreement not terminated or suspended can, in the Contracting Body's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Agreement.

23.2 Any suspension of this Call Off Agreement under Clause 23.1 shall be for such period as the Contracting Body may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Contracting Body.

23.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have

on the provision of any other Goods and/or Services and the Charges, provided that the Supplier shall not be entitled:

23.3.1 to an increase in the Charges in respect of the provision of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Contracting Body's termination rights under Clause 20 (Contracting Body Termination Rights) except Clause 20.3 (Termination Without Cause); or

23.3.2 to reject the Variation.

24. { TC "24 CONSEQUENCES OF EXPIRY OR TERMINATION" \l1 }CONSEQUENCES OF EXPIRY OR TERMINATION

24.1 **Consequences of Termination under Clauses 20.3** (Termination without Cause) and 21.1 (Termination on Contracting Body Cause for Failure to Pay)

24.1.1 Where:

(a) the Contracting Body terminates (in whole or in part) this Call Off Agreement under Clause 20.3 (Termination without Cause); or

(b) the Supplier terminates this Call Off Agreement pursuant to Clause 21.1 (Termination on Contracting Body Cause for Failure to Pay)

the Contracting Body shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Contracting Body may require, reasonably and actually incurred by the Supplier as a result of termination under Clause 20.3 (Termination without Cause).

24.1.2 The Contracting Body shall not be liable under Clause 24.1 to pay any sum which:

(a) was claimable under insurance held by the Supplier, and the Supplier 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

(b) when added to any sums paid or due to the Supplier under this Call Off Agreement, exceeds the total sum that would have been payable to the Supplier if this Call Off Agreement had not been terminated.

24.2 **Consequences of Termination under Clause 22.1 (Termination for Continuing Force Majeure Event)**

24.2.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Agreement for a continuing event of Force Majeure pursuant to Clause 22.1 (Termination for Continuing Force Majeure Event).

24.3 **Consequences of Termination for Any Reason**

24.3.1 Save as otherwise expressly provided in this Call Off Agreement:

(a) termination or expiry of this Call Off Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Agreement prior to termination or expiration and nothing in this Call Off

Agreement shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

(b) termination of this Call Off Agreement shall not affect the continuing rights, remedies or obligations of the Contracting Body or the Supplier under Clauses 1 (Definitions and Interpretation), **Error! Reference ource not found.** (Warranty) 5.10 (Defects After Acceptance), 8 (Representatives), 9 (Records and Audit), 11.3 (Retention and Set off), 14 (Intellectual Property Rights) 15 (Security and Protection of Information), 16 (Publicity and Branding) 17 (Liability), 19 (Force Majeure). 24 (Consequences of Expiry or Termination), 25 (Compliance), 26 (Assignment and Novation), 27 (Waiver and Cumulative Remedies), 28 (Relationship of the Parties), 29 (Prevention of Fraud and Bribery), 30 (Conflicts of Interest), 31 (Severance), 32 (Further Assurances), 33 (Entire Agreement), 34 (Third Party Rights), 35 (Notices), 36 (Dispute Resolution), 37 (Governing Law and Jurisdiction), where these are used, and, without limitation to the foregoing, any other provision of this Call Off Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

{ TC "K. MISCELLANEOUS AND GOVERNING LAW" \l1 **}K. MISCELLANEOUS AND GOVERNING LAW**

25. { TC "25 COMPLIANCE" \l1 **}COMPLIANCE**

25.1 **Health and Safety**

25.2 The Supplier shall perform its obligations under this Call Off Agreement (including those in relation to the provision of the Goods and Services) in accordance with:

25.2.1 all applicable Law regarding health and safety; and

25.2.2 the Health and Safety Policy whilst at the Contracting Body Premises.

25.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Contracting Body Premises of which it becomes aware and which relate to or arise in connection with the performance of this Framework Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

25.4 **Official Secrets Act and Finance Act**

25.4.1 The Supplier shall comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) section 182 of the Finance Act 1989.

26. { TC "26 ASSIGNMENT AND NOVATION" \l1 **}ASSIGNMENT AND NOVATION**

26.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Agreement or any part of it without Approval.

26.2 The Contracting Body may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Agreement or any part thereof to:

26.2.1 any Other Contracting Body; or

26.2.2 any Central Government Body or 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 Contracting Body; or

26.2.3 any private sector body which substantially performs the functions of the Contracting Body,

and the Supplier shall, at the Contracting Body's request, enter into a novation agreement in such form as the Contracting Body shall reasonably specify in order to enable the Contracting Body to exercise its rights pursuant to this Clause 49.2.

26.3 A change in the legal status of the Contracting Body such that it ceases to be a Contracting Body shall not, subject to Clause 49.4 affect the validity of this Call Off Agreement and this Call Off Agreement shall be binding on any successor body to the Contracting Body.

26.4 If the Contracting Body assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Agreement to a body which is not a Contracting Body or if a body which is not a Contracting Body succeeds the Contracting Body (both "**Transferee**" in the rest of this Clause) the right of termination of the Contracting Body in Clause 20.6 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 20.6 (Termination on Insolvency)) and to Supplier or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

27. { TC "27 WAIVER AND CUMULATIVE REMEDIES" \l1 **}WAIVER AND CUMULATIVE REMEDIES**

27.1 The rights and remedies under this Call Off Agreement may be waived only by notice in accordance with Clause 35 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

27.2 Unless otherwise provided in this Call Off Agreement, rights and remedies under this Call Off Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

28. { TC "28 RELATIONSHIP OF THE PARTIES" \l1 **}RELATIONSHIP OF THE PARTIES**

28.1 Except as expressly provided otherwise in this Call Off Agreement, nothing in this Call Off Agreement, nor any actions taken by the Parties pursuant to this Call Off Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

29. { TC "29 PREVENTION OF FRAUD AND BRIBERY" \l1 **}PREVENTION OF FRAUD AND BRIBERY**

29.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:

29.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

29.1.2 been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for

participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

29.2 The Supplier shall not during the Call Off Agreement Period:

29.2.1 commit a Prohibited Act; and/or

29.2.2 do or suffer anything to be done which would cause the Contracting Body or any of the Contracting Body's employees, consultants, contractors, subcontractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

29.3 The Supplier shall during the Call Off Agreement Period:

29.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

29.3.2 keep appropriate records of its compliance with its obligations under Clause 29.3.1 and make such records available to the Contracting Body on request;

29.3.3 if so required by the Contracting Body, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify in writing to the Contracting Body, the compliance with this Clause 53.3.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Goods and/or Services in connection with this Call Off Agreement. The Supplier shall provide such supporting evidence of compliance as the Contracting Body may reasonably request; and

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

29.4 The Supplier shall immediately notify the Contracting Body in writing if it becomes aware of any breach of Clause 29.1, or has reason to believe that it has or any of the Supplier Personnel have:

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

29.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

29.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Agreement has committed or attempted to commit a Prohibited Act.

29.5 If the Supplier makes a notification to the Contracting Body pursuant to Clause 29.4, the Supplier shall respond promptly to the Contracting Body's enquiries, co-operate with any investigation, and allow the Contracting Body to audit any books, records and/or any other relevant documentation in accordance with Clause 9 (Records and Audit).

29.6 If the Supplier breaches Clause 29.3, the Contracting Body may by notice:

29.6.1 require the Supplier to remove from performance of this Call Off Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

29.6.2 immediately terminate this Call Off Agreement for material Default.

29.7 Any notice served by the Contracting Body under Clause 29.6 shall specify the nature of the Prohibited Act, the identity of the Supplier Personnel who the Contracting Body believes has committed the Prohibited Act and the action that the Contracting Body has elected to take (including, where relevant, the date on which this Call Off Agreement shall terminate).

30. { TC "30 CONFLICTS OF INTEREST" \l1 **}CONFLICTS OF INTEREST**

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

30.2 The Supplier shall promptly notify and provide full particulars to the Contracting Body if such conflict referred to in Clause 30.1 arises or may reasonably been foreseen as arising.

30.3 The Contracting Body reserves the right to terminate this Call Off Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Contracting Body, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Contracting Body under the provisions of this Call Off Agreement. The action of the Contracting Body pursuant to this Clause 30 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Contracting Body.

31. { TC "31 SEVERANCE" \l1 **}SEVERANCE**

31.1 If any provision of this Call Off Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of the Call Off Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Agreement shall not be affected.

31.2 In the event that any deemed deletion under Clause 31.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Agreement or materially alters the balance of risks and rewards in this Call Off Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

31.3 If the Parties are unable to resolve the Dispute within twenty (20) Working Days of the date of the notice given pursuant to Clause 31.2, this Call Off Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Agreement is terminated pursuant to this Clause 31.

32. { TC "32 FURTHER ASSURANCES" \l1 **}FURTHER ASSURANCES**

32.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Agreement.

33. { TC "33 ENTIRE AGREEMENT" \l1 **}ENTIRE AGREEMENT**

33.1 This Call Off Agreement constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

33.2 Neither Party has been given, nor entered into this Call Off Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Agreement.

33.3 Nothing in this Clause 33 shall exclude any liability in respect of misrepresentations made fraudulently.

34. { TC "34 THIRD PARTY RIGHTS" \l1 **}THIRD PARTY RIGHTS**

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

34.2 No person upon whom benefits are conferred within this Call Off Agreement (a "**Third Party Beneficiary**") may enforce, or take any step to enforce, any provision of this Call Off Agreement without the prior written consent of the Contracting Body, which may, if given, be given on and subject to such terms as the Contracting Body may determine.

34.3 Any amendments or modifications to this Call Off Agreement may be made and may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

35. { TC "35 NOTICES" \l1 **}NOTICES**

35.1 Except as otherwise expressly provided within this Call Off Agreement, any notices issued under this Call Off Agreement must be in writing. For the purpose of this Clause, an e-mail is accepted as being "in writing".

35.2 Subject to Clause 35.3, the following table sets out the method by which notices may be served under this Call Off Agreement and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of service
E-mail (Subject to Clauses 35.3 and 35.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For 1st Class or other prepaid, next Working Day service providing proof of	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

delivery	on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	

35.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For 1st Class or other prepaid in the manner set out in the table in Clause 35.2:

35.3.1 any Termination Notice;

35.3.2 any notice in respect of:

(a) partial termination, suspension or partial suspension (Clause 23);

(b) waiver (Clause 27);

(c) Default or Contracting Body Cause; and

35.3.3 any Dispute Notice.

35.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 35.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For 1st Class delivery (as set out in the table in Clause 35.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

35.5 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

35.6 For the purposes of this Clause 35, the address and email address of each Party shall be the address and email address set out in the Order Form.

36. { TC "36 DISPUTE RESOLUTION" \l1 **}DISPUTE RESOLUTION**

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

36.2 The Supplier shall continue to provide the Goods and Services in accordance with the terms of this Call Off Agreement until a Dispute has been resolved.

37. { TC "37 GOVERNING LAW AND JURISDICTION" \l1 **}GOVERNING LAW AND JURISDICTION**

37.1 This Call Off Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

37.2 Subject to Clause 36 (Dispute Resolution) and Annex 1 to these Call Off Terms (Dispute Resolution Procedure) (including the Contracting Body's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Agreement or its subject matter or formation.

ANNEX 1: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

In this Annex 1, the following definitions shall apply:

"**CEDR**"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"**Exception**"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods;
"**Expert**"	the person appointed by the Parties in accordance with paragraph 5.2 of this Annex 1; and
"**Mediator**"	the independent third party appointed in accordance with paragraph 4.2 of this Annex 1.

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the representative of the Contracting Body and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

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

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

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

2.2.3 the names and contact details of the Parties' respective escalation points; and

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

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply, with their respective obligations under this Call Off Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

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

2.4.1 first by commercial negotiation (as prescribed in paragraph 3);

2.4.2 then by mediation (as prescribed in paragraph 4); and

2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 37 (Governing Law and Jurisdiction)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Call Off Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5.

2.6 In exceptional circumstances where the use of the times in this Annex 1 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Contracting Body.

2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Call Off Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

2.7.1 in paragraph 3.2.3 ten (10) Working Days;

2.7.2 in paragraph 4.2, ten (10) Working Days;

2.7.3 in paragraph 5.2, five (5) Working Days; and

2.7.4 in paragraph 6.2, ten (10) Working Days.

2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Contracting Body and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Parties' respective escalation points as nominated in the Dispute Notice in accordance with paragraph 2.2.3.

3.2 If:

3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or

3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

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

4. MEDIATION

4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Agreement.

4.2 If the Parties are unable to agree on the join appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.

4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all the circumstances.

4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.

5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

5.3 The Expert shall act on the following basis:

5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;

5.3.5 the process shall be conducted in private and shall be confidential; and

5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Contracting Body may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Contracting Body of its intentions and the Contracting Body shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause

37 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 37 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Contracting Body does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 37 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to paragraphs 6.4.5, 6.4.6 and 6.4.7);

6.4.2 the arbitration shall be administered by the LCIA;

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

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

6.4.5 the chair of the arbitral tribunal shall be British;

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

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

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

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

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

CALL OFF SCHEDULE 1

DEFINITIONS

In accordance with Clause 1 (Definitions and Interpretations) of this Call Off Agreement including its recitals the following expressions shall have the following meanings where used:

"**Accessories**"	means the accessories described in Framework Schedule 9.4 (Catalogue) made available by the Supplier to the Contracting Bodies pursuant to the ordering procedure set out in Schedule 9.4 (Catalogue)
"**Affected Party**"	means the party seeking to claim relief in respect of a Force Majeure;
"**Affiliates**"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"**Approval**"	means the prior written consent of the Contracting Body and "**Approve**" and "**Approved**" shall be construed accordingly;
"**Audit**"	means an audit carried out pursuant to Clause 9;
"**Auditor**"	means: (a) the Contracting Body's internal and external auditors; (b) the Contracting Body's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office HM Treasury or the Cabinet Office (d) any party formally appointed by the Contracting Body to carry out audit or similar review functions; and (e) successors or assignees of any of the above;
"**Call Off Commencement Date**"	means the effective date of commencement of the Call Off Agreement set out in the Order Form;
"**Call Off Agreement**"	means this contract between the Contracting Body and the Supplier (entered into pursuant to the provisions of the Framework Agreement);
"**Call Off Agreement Period**"	means the term of this Call Off Agreement from the Call Off Commencement Date until the Call Off Expiry Date, which shall in no event exceed a maximum duration of five (5) years including optional extension periods;
"**Call Off Expiry Date**"	means: (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or

(b) if the Call Off Agreement is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Agreement;

"**Call Off Extension Period**"	the extension term of this Call Off Agreement from the end date of the Call Off Initial Period to the end date of the extension period stated in the Order Form;
"**Call Off Initial Period**"	the initial term of this Call Off Agreement from the Call Off Commencement Date to the end date of the initial term stated in the Order Form;
"**Call Off Schedule**"	means a schedule to this Call Off Agreement;
"**Call Off Terms**"	means these terms and conditions entered by the Parties (excluding the Order Form) in respect of the provision of the Goods and/or Services, together with the Call Off Schedules hereto and Additional Clauses;
"**Central Government Body**"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"**Change in Law**"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Call Off Terms which comes into force after the Call Off Commencement Date;
"**Change of Control**"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"**Charges**"	means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
"**Commercially Sensitive Information**"	means the Confidential Information listed in the Order Form (if any) comprising of a commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Contracting Body that, if disclosed by the Contracting Body, would cause the Supplier significant commercial disadvantage or material financial loss;
"**Comparable Supply**"	means the supply of goods and/or services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"**Confidential Information**"	means the Contracting Body's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;

"**Contract Year**"	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof
"**Contracting Body**"	means the Authority, the Contracting Body and any other bodies listed in paragraph VI.3 of the OJEU Notice;
"**Control**"	means control as defined in section 1124 and 450 Corporation Tax Act 2010 and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
"**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;
"**Crown Body**"	means any department, office or executive agency of the Crown;
"**CRTPA**"	means the Contracts (Rights of Third Parties) Act 1999;
"**Contracting Body**"	means the customer(s) identified in the Order Form;
"**Contracting Body Cause**"	means any breach of the obligations of the Contracting Body or any other default, act, omission, negligence or statement of the Contracting Body, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Agreement and in respect of which the Contracting Body is liable to the Supplier;
"**Contracting Body Data**"	means: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Contracting Body's Confidential Information, and which: (i) are supplied to the Supplier by or on behalf of the Contracting Body; or (ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Agreement; or (b) any Personal Data for which the Contracting Body is the Data Controller;
"**Contracting Body Representative**"	means the representative appointed by the Contracting Body from time to time in relation to the Call Off Agreement;
"**Contracting Body Premises**"	means premises owned, controlled or occupied by the Contracting Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Goods and/or Services (or any of them);
"**Contracting Body's Confidential Information**"	means: (a) all Personal Data and any information, however it is

conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Contracting Body);

(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Contracting Body's attention or into the Contracting Body's possession in connection with this Call Off Agreement; and

(c) information derived from any of the above;

"**Damaged**"	means Goods (or part of) which contain a Defect;
"**Data Controller**"	shall have the same meaning as set out in the Data Protection Legislation, as amended from time to time;
"**Data Processor**"	shall have the same meaning as set out in the Data Protection Legislation, as amended from time to time;
"**Data Protection Legislation**" **or** "**DPA**"	means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation and with effect from 25 May 2018 the GDPR;
"**Data Subject**"	shall have the same meaning as set out in the Data Protection Legislation, as amended from time to time;
"**Data Subject Access Request**"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"**Dead on Arrival/Installation**" **or** "**DOA**" **or** "**DOI**"	means once removed from its packaging at a Contracting Body's premises, the delivered Device fails to work in accordance with the manufacturer's specification;
"**Default**"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Agreement in breach of its terms) or any other default (including material Default) after the words, act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Agreement and in respect of which the Supplier is liable to the Contracting Body;
"**Defect**"	means any of the following:

(a) any error, damage or defect in the manufacturing or delivery of Goods and/or Services; or

(b) any error or failure of code within the Software which causes any Goods and/or Services to malfunction or to produce unintelligible or incorrect results; or

(c) any failure of any Goods and/or Services to provide the performance, features and functionality specified in the requirements of the Contracting Body or the

Documentation (including any adverse effect on response times);

"**Delivery**"	means, in respect of Goods, the time at which the Goods have been delivered as confirmed by the Contracting Body in accordance with this Call Off Agreement and accepted by the Contracting Body and "**Deliver**" and "**Delivered**" shall be construed accordingly;
"**Device(s)**"	the devices described in the Order Form made available by the Supplier to the Contracting Body pursuant to this Call Off Procedure;
"**Disclosing Party**"	has the meaning given to it in Clause 35.5 (Confidentiality);
"**Dispute**"	any dispute, difference or question of interpretation arising out of or in connection with this Call Off Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"**Dispute Notice**"	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"**Dispute Resolution Procedure**"	means the dispute resolution procedure set out in Framework Schedule 8.7 (Dispute Resolution Procedure);
"**Documentation**"	means all such documentation as: (a) is required to be supplied by the Supplier to the Contracting Body under this Call Off Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Contracting Body to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and Services; (c) is required by the Supplier in order to provide the Goods and Services; and/or (d) has been or shall be generated for the purpose of providing the Goods and Services;
"**DOTAS**"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"**End of Life**"	means the Goods (or parts thereof) are no longer being manufactured or provided and there is insufficient stock of such

Goods available in the supply chain to meet the full Contracting Body requirement and/or Order.

"**Endemic Failure**" means a failure rate equal to or above 300% the mean time to failure under Goods testing by the manufacturer;

"**Environmental Information Regulations or EIRs**" means 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, including any written environmental policy of the Contracting Body;

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

"**Force Majeure**" means any event, occurrence, circumstance, matter or cause affecting the performance by either the Contracting Body or the Supplier of its obligations arising from:

(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under the Call Off Agreement;

(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

(c) acts of the Crown, local government or Regulatory Bodies;

(d) fire, flood or any disaster; and an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:

(i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and

(ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

(iii) any failure of delay caused by a lack of funds.

"**Force Majeure Notice**" a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is an event of Force Majeure;

"**Framework Agreement**" means the framework agreement between the Authority and the Supplier referred to in the Order Form;

"**Framework Price(s)**"	means the price(s) applicable to the provision of the Goods and Services set out in Framework Schedule 7.1 (Framework Prices);
"**Framework Schedule**"	means a schedule to the Framework Agreement;
"**Fraud**"	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"**General Anti-Abuse Rule**"	means the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"**General Change in Law**"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"**Goods**"	means the goods to be provided by the Supplier to the Contracting Body as may be specified in the Order Form;
"**Good Industry Practice**"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"**Government**"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"**Halifax Abuse Principle**"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"**HMRC**"	means Her Majesty's Revenue and Customs;
"**Holding Company**"	shall have the meaning given to it in section 1159 of the Companies Act 2006;
"**Information**"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"**Insolvency Event**"	means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable): (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

(c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

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

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

(g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction.

"**Intellectual Property Rights**" **or** "**IPR**"	means:

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information;

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(c) all other rights having equivalent or similar effect in any country or jurisdiction.

"**Invitation to Tender**" **or** "**ITT**"	has the meaning given to it in the recitals to the Framework Agreement

"**Know-How**"	means all ideas, concepts, schemes, information knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/ or Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;
"**Law**"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"**Licensed Software**"	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Contracting Body for the purposes of or pursuant to this Call Off Agreement, including any Supplier Software, Third Party Software and/or Open Source Software;
"**Losses**"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"**Malicious Software**"	means any software program or code intended to destroy interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"**Month**"	means a calendar month and "**Monthly**" shall be interpreted accordingly;
"**Occasion of Tax Non-Compliance**"	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the Disclosure of Tax Avoidance Scheme or any equivalent or similar regime in any jurisdiction; and/or (b) the Supplier's tax affairs give rise on or after 1 April 2013

	to a conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a penalty for civil fraud or evasion;
"**Open Source Software**"	computer software that has its Source Code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes;
"**Order**"	means the order for the provision of the Goods and Services placed by the Contracting Body with the Supplier in accordance with the Framework Agreement and a Call Off Agreement, including any orders placed in respect of the Catalogue;
"**Order Form**"	means the form, as completed and forming part of this Call Off Agreement, which contains details of an Order, together with other information in relation to such Order, including without limitation the description of the Goods and Services to be supplied;
"**Order Fulfilment Services**"	the order fulfilment services described in Framework Schedule 2.1 (Requirements)/ the Order Form made available by the Supplier to the Contracting Bodies pursuant to this Call Off Agreement;
"**Other Supplier**"	any supplier to the Contracting Body (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
"**Over-Delivered Goods**"	has the meaning given to it in Clause 5.9.1;
"**Parent Company**"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"**Party**"	means the Contracting Body or the Supplier and "**Parties**" shall mean both of them;
"**Personal Data**"	has the same meaning as set out in the Data Protection Act 1998;
"**PQQ**"	"**PQQ**" means the pre-qualification questionnaire issued by the Authority in relation to the Framework Agreement;
"**Processing**"	has the meaning given to "processing" under the Data Protection Legislation but, for the purposes of this Call Off Agreement, it shall include both manual and automatic processing and "**Process**" and "**Processed**" shall be interpreted accordingly;
"**Prohibited Act**"	means any of the following: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Contracting Body and/or the Authority or other Contracting Body or any other public body a financial or other advantage to: (i) induce that person to perform improperly a

relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud the Contracting Body; or

(iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"**Recipient**"	has the meaning given to it in Clause 35.5 (Confidentiality);
"**Rectification Plan**"	means a plan to address the impact of, and prevent the reoccurrence of, a Default;
"**Rectification Plan Process**"	means the process set out in Clause 18.2 (Rectification Plan Process);
"**Regulations**"	means the Public Contracts Regulations 2006 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
"**Relevant Requirements**"	all applicable Law relating to bribery, corruption and fraud including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"**Relevant Tax Authority**"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is required to submit a tax return;
"**Replacement Goods and/or Services**"	means any goods and/or services which are substantially similar to any of the Goods and/or Services and which the Contracting Body receives in substitution for any of the Goods and/or Services following the Call Off Expiry Date, whether those goods are provided by the Contracting Body internally and/or by any third party;
"**Request for Information**"	means a request for information or an apparent request relating to this Call Off Agreement or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
"**Restricted Countries**"	has the meaning given to it in Clause 15.3 (Protection of

Contracting Body Data);

"**RoHS Legislation**"	means the Directive on the Restriction of Use of Certain Hazardous Substances in Electrical and Electronic Equipment (2002/95/EC) and applicable national implementing legislation;
"**Services**"	means the services to be provided by the Supplier to the Contracting Body as may be specified in the Order Form;
"**Sites**"	means any premises (including the Contracting Body Premises, the Supplier's premises or third party premises): (a) from, to or at which: (b) the Goods and/or Services are (or are to be) provided; or (c) the Supplier manages, organises or otherwise directs the provision of the Goods and/or Services;
"**Software**"	means Supplier Software and Third Party Software;
"**Software Support Service**"	the software support services described in the Order Form made available by the Supplier to the Contracting Body pursuant to this Call Off Agreement;
"**Source Code**"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use reproduction, maintenance, modification and enhancement of such software;
"**Specific Change in Law**"	means a Change in Law that relates specifically to the business of the Contracting Body and which would not affect a Comparable Supply;
"**Specifications**"	means the specifications for the Goods and Services as set out in the Framework Agreement;
"**Standards**"	means the standards as set out in the Framework Agreement;
"**Sub-Contract**"	means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services or any part thereof or facilities, services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the provision of the Goods and/or Services or any part thereof;
"**Sub-Contractor**"	means any third party engaged by the Supplier from time to time under a Sub-Contract permitted pursuant to the Framework Agreement and this Call Off Agreement or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
"**Supplier**"	means the person, firm or company with whom the Contracting Body enters into the Call Off Agreement as identified in the Order Form;

"**Supplier Personnel**"	means all directors, officers, employees, agents consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Agreement;
"**Supplier Representative**"	means the representative appointed by the Supplier named in the Order Form;
"**Supplier Software**"	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Order Form together with all other such software which is not identified in the Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Contracting Body to receive the benefit of and/or make use of the Goods and/or Services;
"**Supplier's Confidential Information**"	means (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier, trade secrets, Know-How, and/or Supplier Personnel; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Call Off Agreement; (c) information derived from any of the above.
"**Tender**"	means the tender submitted by the Supplier to the Authority which secured award of the Framework Agreement;
"**Termination Notice**"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Call Off Agreement on a specified date and setting out the grounds for termination;
"**Third Party Software**"	means any software identified as such in the Order Form together with all other software which is not listed in the Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is made available to the Contracting Body in accordance with the terms of this Call Off Agreement;
"**Undelivered Goods**"	shall have the meaning given in Clause 32.7
"**Undisputed Sums Time Period**"	has the meaning given in Clause 21.1.1 (Termination on Contracting Body Cause for Failure to Pay);
"**Valid Invoice**"	means an invoice issued by the Supplier to the Contracting Body that complies with the invoicing procedure in paragraph 5 (Invoicing Procedure) of Call Off Schedule 2 (Charges, Payment and Invoicing);
"**Variation**"	shall mean a change to the contract terms made in accordance

	with Clause 10.1 (Variation Procedure);
"**Variation Procedure**"	means the procedure set out in Clause 10.1 (Variation Procedure);
"**VAT**"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"**Warranty Period**"	means, in relation to any Goods and Services, the warranty period specified in the Order Form;
"**Warranty Services**"	the warranty services described in the Order Form made available by the Supplier to the Contracting Body pursuant to this Call Off Agreement
"**Working Day**"	means any day other than a Saturday or Sunday or public holiday in England and Wales;
"**WEEE Legislation**"	means the Directive on Waste Electrical and Electronic Equipment (2002/95/EC) and applicable national implementing legislation.

CALL OFF SCHEDULE 2

CHARGES, PAYMENT AND INVOICING

1. GENERAL PROVISIONS

1.1 This Call Off Schedule details the:

1.1.1 Charges for the Goods and Services under this Call Off Agreement;

1.1.2 payment terms/profile for the Charges;

1.1.3 invoicing procedure; and

1.1.4 procedure applicable to any adjustments of the Charges.

2. CHARGES

2.1 The Charges applicable to this Call Off Agreement are set out in the Order Form.

2.2 In all circumstances, the Charges shall include:

2.2.1 the relevant Goods (including Delivery); and

2.2.2 in respect of all Devices provided under the Call Off Agreement, the:

(a) Software Support Services;

(b) Warranty Services; and

2.2.3 in respect of all Goods provided under the Call Off Agreement, the Order Fulfilment Services.

2.3 The Supplier acknowledges and agrees that in accordance with paragraph 2 of Framework Schedule 7.1 (Framework Pricing), the Charges can in no event exceed the Framework Prices set out in Framework Schedule 7.1 (Framework Pricing).

3. COSTS AND EXPENSES

3.1 The Charges include all costs and expenses relating to the Goods and Services and/or the Supplier's performance of its obligations under this Call Off Agreement and no further amounts shall be payable by the Contracting Body to the Supplier in respect of such performance, including in respect of matters such as:

3.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or

3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

4. PAYMENT TERMS/PAYMENT PROFILE

4.1 The payment terms/profile applicable to this Call Off Agreement are set out in the Order Form.

5. INVOICING PROCEDURE

5.1 The Contracting Body shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Contracting Body in the Order Form and in accordance with the provisions of this Call Off Agreement.

5.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Contracting Body may specify (but, in respect of paper form, subject to paragraph 5.3)):

5.2.1 contains:

(a) all appropriate references, including the unique Order reference number as instructed in the Order Form; and

(b) a detailed breakdown of the Delivered Goods against the applicable due and payable Charges; and

5.2.2 shows separately:

(a) the VAT added to the due and payable Charges in accordance with Clause 41.1 and the tax point date relating to the rate of VAT shown; and

5.2.3 it is supported by any other documentation reasonably required by the Contracting Body to substantiate that the invoice is a Valid Invoice.

5.3 If the Contracting Body is a Central Government Body, the Contracting Body's right to request paper form invoicing shall be subject to procurement policy note 11/15 (https://www.gov.uk/government/uploads/system/uploads/attachmentdata/file/437471/PPN_e-invoicing.pdf) in respect of the Contracting Body's obligation to accept unstructured electronic invoices from the Supplier where and as required under that procurement policy note (as amended from time to time).

5.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Contracting Body to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Contracting Body.

5.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a valid invoice unless otherwise specified in this Call Off Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

5.6 The Supplier shall submit invoices directly to the invoicing address specified in the Order Form.

6. ADJUSTMENT OF CHARGES

6.1 The Charges shall only be varied:

6.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Charges in accordance with Clause 41.2 of this Call Off Agreement (Legislative Change); or

6.1.2 in accordance with Clause 41.5 (Charges and Payment) where all or part of the Charges are reduced as a result of a reduction in the Framework Prices.

7. IMPLEMENTATION OF ADJUSTED CHARGES

7.1 Variations in accordance with the provisions of this Call Off Schedule to all or part of the Charges (as the case may be) shall be made by the Contracting Body to take effect:

7.1.1 in accordance with Clause 41.2 (Legislative Change) where an adjustment to the Charges is made in accordance with paragraph 41.6 of this Call Off Schedule;

7.1.2 in accordance with Clause 41.5 (Charges and Payment) where an adjustment to the Charges is made in accordance with paragraph 6.1.2 of this Call Off Schedule.

7.2 The Parties shall amend the Charges shown in the Order form to reflect such Variations.

Framework Agreement for the Provision of LTE Handheld Mobile Devices and Accessories for ESN

Schedule 9.4 (Catalogue)

FRAMEWORK SCHEDULE 9.4

CATALOGUE

1. GENERAL PROVISIONS

1.1 General

1.2 This Framework Schedule 9.4 (Catalogue) sets out the mechanism for managing and maintaining the Catalogue.

1.3 Catalogue

1.3.1 The Supplier will make the Catalogue available to the Contracting Bodies from the Call Off Commencement Date until the date of expiry of the Initial Framework Period and Extension Framework Period.

1.3.2 Where a Contracting Body has entered into a Call Off Agreement for Goods and Services it shall be able, from time to time, to order Accessories and Other Catalogue Items using the Catalogue. Where a Contracting Body wishes to order Accessories or Other Catalogue Items it shall either:

(a) provide to the Supplier a signed order form substantially in the form set out in Annex 1 of this Framework Schedule 9.4 (Catalogue) detailing the Accessories the Contracting Body wishes to order (a "**Contracting Body Order**"); or

(b) request from the Supplier and the Supplier shall provide a quotation (calculated using the prices set out in the Catalogue) in relation to its requirements for Accessories or Other Catalogue Items.(a "**Supplier Quote**".

1.3.3 If a Contracting Body exercises its right to order Accessories or Other Catalogue Items, then the Supplier shall provide the Accessories or Other Catalogue Items subject to the terms of the Call Off Agreement.

1.3.4 All Accessories and Other Catalogue Items available for purchase will be made available through the Catalogue.

1.4 Publishing the Catalogue

1.4.1 The Supplier will set out all of the Accessories and Other Catalogue Items available through the Catalogue in a pdf document, as updated from time to time.

1.4.2 The Supplier must provide the latest version of the Catalogue to Contracting Bodies:

(a) on the date that the Catalogue first becomes available; and

(b) on the date that Accessories or Other Catalogue Items are added or removed from the Catalogue.

1.4.3 Subject to Clause 1.4.2 the Supplier must provide the latest version of the Catalogue to Contracting Bodies:

(a) by e-mail or by post to all of the following:

(i) the Authority, in accordance with Clause 59 (Notices); and

(ii) all Other Contracting Bodies, in accordance with the notice requirement set out in the Call Off Agreement entered into with the applicable Contracting Body; and/or

(b) on request by the Supplier, and subject to the Authority's Approval at its absolute discretion, through an online portal and/or an online shop window accessible to Contracting Bodies.

1.4.4 By participating in this Framework Agreement, the Supplier gives the Authority the right to publish without amendment the Catalogue on any public facing portal or any media, including any electronic medium, the Authority deems appropriate to publish the Catalogue to Contracting Bodies.

1.5 **Information Contained in the Catalogue**

1.5.1 In relation to each Accessory and Other Catalogue Items made available through the Catalogue, the Supplier must:

(a) identify a unique reference number in the Catalogue;

(b) include a suitable description of the Accessory or Other Catalogue Items in the Catalogue;

(c) meet the applicable requirements of Framework Schedule 2.1 (Requirements) annex 3: Accessories;

(d) set out details of the product warranties and processes in place to perform repairs under warranty and to expedite product returns and/or replacement;

(e) set out process for handling DOA issues and failures;

(f) identify a price in the Catalogue for a single unit, and banded for multiple unit volume discounts or in the case of an Other Catalogue Item as appropriate to the service being provided;

(g) set out the delivery options;

(h) set out the delivery charge(s) linked to delivery options.

1.5.2 The prices set out in the Catalogue will be fixed at the point at which:

(a) a Contracting Body Order is submitted; or

(b) a Supplier Quote (if requested by a Contracting Body) is provided and such prices shall be honoured for a period of not less than thirty (30) days to allow for the Contracting Body's authorisation process.

1.6 **Catalogue Management**

1.6.1 The Supplier shall provide at all times a single point of contact for the Contracting Bodies, via a registered generic (i.e. non-personal) e-mail address and telephone number. The single point of contact will be required to perform:

(a) query management;

(b) issue resolution;

(c) ensuring accuracy and details of Catalogue content;

(d) handling complaints and Contracting Body feedback; and

(e) proof of product descriptions.

1.6.2 The Supplier shall have in place a process for rapid resolution of invoicing queries with defined acknowledgement times and resolution timescales.

2. CHANGES TO THE CATALOGUE

2.1 Where the Supplier wishes, from time to time, to add Accessories and Other Catalogue Items to, remove Accessories and Other Catalogue Items from, or substitute Accessories and Other Catalogue Items in the Catalogue, it shall update the Catalogue in accordance with this paragraph 2 and notify the Contracting Bodies of the updated Catalogue in accordance with paragraph 1.4.3.

2.2 **Adding Accessories and Other Catalogue Items to the Catalogue**

2.2.1 Subject to the Authority's Approval, the Supplier may add additional Accessories and Other Catalogue Items to the Catalogue from time to time.

2.2.2 Accessories and Other Catalogue Items added to the Catalogue in accordance with this clause 2.2 will be deemed to have been made available by the Supplier to Contracting Bodies on the first day the Accessory and Other Catalogue Item appears in the Catalogue.

2.3 **Removing Accessories and Other Catalogue Items from the Catalogue**

2.3.1 Subject to the Authority's Approval, the Supplier may remove Accessories and Other Catalogue Items from the Catalogue.

2.3.2 The Authority may, at its discretion, require the Supplier to remove Accessories and Other Catalogue Items from the Catalogue.

2.3.3 The removal of any Accessories and Other Catalogue Items from the Catalogue shall be effective from the publication of the updated Catalogue without such Accessory and Other Catalogue Items included in accordance with paragraph 1.4.3, save that the Supplier shall be required to fulfil any Orders placed by Contracting Bodies for such Accessory and Other Catalogue Items prior to such date.

2.4 **Substitution of Accessories and Other Catalogue Items**

2.4.1 Subject to the Authority's Approval, the Supplier may substitute Accessories and Other Catalogue Items available under the Catalogue with equivalent Accessories and Other Catalogue Items.

2.4.2 Substitute Accessories and Other Catalogue Items added to the Catalogue in accordance with this paragraph 2.4 will be deemed to have been made available by the Supplier to Contracting Bodies on the first day the Accessory and Other Catalogue Items appears on the Catalogue.

3. INVALID OFFER

3.1 Any offer of Accessories and Other Catalogue Items or purported offer that, in the Authority's sole discretion, does not comply with any one or more of the Requirements set out in this Framework Schedule 2.1 shall be deemed invalid ("**Invalid Offer**").

3.2 An Invalid Offer shall not be eligible for inclusion in the Catalogue.

3.3 If the Authority identifies an Invalid Offer, the Supplier shall, as directed by the Authority:

3.3.1 immediately remove the Accessory and Other Catalogue Items from the Catalogue;

3.3.2 amend or otherwise change the offer of Accessories and Other Catalogue Items to reflect a valid offer;

3.3.3 inform the Authority of any Contracting Bodies that have accepted an offer which was deemed to be an Invalid Offer;

3.3.4 provide the Authority for inspection all correspondence for every offer (including offers withdrawn from the Catalogue in accordance with paragraph 2.3); and/or

3.3.5 any other remedial activity that the Authority deems appropriate to rectify the Invalid Offer or its acceptance through the Catalogue by a Contracting Body.

3.4 If the Supplier fails to comply with any direction issued by the Authority pursuant to paragraph 3, the Authority shall be entitled to terminate this Framework Agreement for material Default.

3.5 Where a Contracting Body has purchased Accessories and Other Catalogue Items on the basis of an Invalid Offer, the Authority shall be entitled to:

3.5.1 terminate this Framework Agreement for material Default; and/or

3.5.2 notify that Contracting Body of the Invalid Offer.

ANNEX 1

CATALOGUE ORDER FORM

This Catalogue Order Form is issued in accordance with the provisions of the Call Off Agreement relating to the provision of Accessories and Other Catalogue Items for handheld mobile devices as part of the emergency services mobile communications programme.

Call Off Agreement Reference
[Enter reference details for the Call off Agreement entered into between Customer and Supplier under which the Catalogue Order is being raised.]
Customer details
Customer name
[Enter customer name.]
Billing address
[Your organisation's billing address - please ensure you include a postcode]
Customer Representative name
[The name of your point of contact for this Order]
Customer Representative contact details
[Email and telephone contact details for the Customer Representative]
Supplier details
Supplier name
[The Supplier organisation name, as it appears in the Framework Agreement]
Supplier address
[Supplier's registered address]
Supplier Representative name
[The name of the Supplier representative for this Order]
Supplier Representative contact details
[Email and telephone contact details of the Supplier Representative]
Order reference number
[A unique number provided by the Supplier at the time of quote]

SECTION B
CUSTOMER ACCESSORIES AND OTHER CATALOGUE ITEM REQUIREMENTS

Please provide details of all Accessories required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the Accessories and Other Catalogue Items ordered.

Accessories and Other Catalogue Items
[Enter details]
Warranty Services, if applicable
[Enter details]
Location/Site(s) for Delivery
[Enter details]
Dates for Delivery of the Accessories and Other Catalogue Items
[Enter details]
Charges payable by the Customer to the Supplier (including any discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)
[Enter details]