

**OFFICIAL**

**END USER COMPUTING**

**CALL OFF SCHEDULE 16**

**COOPERATION AGREEMENT**

OFFICIAL

COOPERATION AGREEMENT

THIS AGREEMENT IS MADE ON

20[ ]

BETWEEN:

- (1) [ ] of [ ] (the “**Customer**”);
- (2) [ ] a company incorporated in [ ] under registration number [ ], whose registered office is at [ ];
- (3) [ ] a company incorporated in [ ] under registration number [ ], whose registered office is at [ ];
- (4) [ ] a company incorporated in [ ] under registration number [ ], whose registered office is at [ ];
- (5) [ ] a company incorporated in [ ] under registration number [ ], whose registered office is at [ ];
- (6) [ ] a company incorporated in [ ] under registration number [ ], whose registered office is at [ ];

(parties (2) to (6) together the “**Suppliers**” and each of them a “**Supplier**”).

WHEREAS:

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

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

1. DEFINITIONS AND INTERPRETATION

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

**OFFICIAL**

**“Agency Manager”** means (i) the third party (or third parties) appointed by the Customer to perform relevant agency management services under an agency management services agreement; or (ii) the Customer, as notified by the Customer to the Supplier from time to time in writing;

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

**“Approval”** means the prior written consent of the Customer and “Approve” and “Approved” shall be construed accordingly;

**“Authority”** means THE MINISTER FOR THE CABINET OFFICE as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

**“Contract”** means each relevant contract that is let by the Customer to one of the Suppliers, as set out in Schedule 1 of this Agreement;

**“Confidential Information”** means the Customer's Confidential Information and/or any Supplier's Confidential Information;

**“Cooperation Activities”** means the activities set out in this Agreement and in the Outline Cooperation Plan and Detailed Cooperation Plan;

**“Customer’s Confidential Information”** means (i) all personal data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, know-how and intellectual property of the Customer and (ii) 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 Customer’s attention or into the Customer’s possession in connection with the Contract; and (iii) information derived from any information referred to in (i) or (ii);

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

**“Detailed Cooperation Plan”** has the meaning given to it in Clause 3.2;

**“Dispute”** means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services or any matter where this Agreement directs the parties to resolve an issue by reference to the Dispute Resolution Procedure;

**OFFICIAL**

**“Dispute Resolution Procedure”** means the procedure described in Clause 11;

**“Effective Date”** means [DATE];

**“Event”** has the meaning given to it in Clause 5.1;

**“First Supplier”** has the meaning given to it in Clause 5.10;

**“Force Majeure Event”** has the meaning given to it in Clause 13.1.1;

**“Mediator”** has the meaning given to it in Clause 11.3.1;

**“Other Supplier(s)”** has the meaning given to it in Clause 5.10;

**“Outline Cooperation Plan”** has the meaning given to it in Clause 3.1;

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

**“Resolution Plan”** has the meaning given to it in Clause 5.5;

**“Resolution Proposals”** has the meaning given to it in Clause 5.2;

**“Supplier’s Confidential Information”** means (i) all personal data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, know-how and intellectual property of the Supplier and (ii) 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 Supplier’s attention or into the Supplier’s possession in connection with the Contract; and (iii) information derived from any information referred to in (i) or (ii);

**“Term”** has the meaning given to it in Clause 2.1; and

**“Working Day”** means any day other than a Sunday (including public holidays in England and Wales that do not fall on a Sunday).

1.2 General

1.2.1 As used in this Agreement:

1.2.1.1 the masculine includes the feminine and the neuter; and

1.2.1.2 the singular includes the plural and vice versa.

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

**OFFICIAL**

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

- 1.2.3 The parties shall comply with any express obligation in this Agreement to comply with any document, statute, enactment, order, regulation or other similar instrument that is referenced in this Agreement.
- 1.2.4 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.5 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.2.6 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.
- 1.2.7 The party receiving the benefit of an indemnity under this Agreement shall use its reasonable endeavours to mitigate its loss covered by the indemnity.
- 1.2.8 Nothing in this Agreement shall impact any party's rights, remedies, obligations or liabilities under any Contract.

**2. TERM OF THE AGREEMENT**

- 2.1 This Agreement shall come into force on the Effective Date of this Agreement and, unless earlier terminated in accordance with Clause 12, shall expire six (6) months after the expiry or termination (however arising) of the exit period of the last Contract (the “**Term**”).
- 2.2 A Supplier's duty to perform the Cooperation Activities shall until the end of the exit period of its last Contract.

**3. PROVISION OF THE COOPERATION PLAN**

- 3.1 If the Customer requests, the Suppliers shall, within two (2) weeks (or such longer period as notified by the Customer in writing) of the Effective Date, provide to the Customer detailed proposals for the Cooperation Activities they require from each other (the “Outline Cooperation Plan”).] OR [ TheSupplier's detailed proposals for the Cooperation Activities are set out in Schedule 2 of this Agreement (the “Outline Cooperation Plan”).] [**Note: These options shall be reviewed by the Customer .]**
- 3.2 Within ten (10) Working Days (or such other period as agreed in writing by the Customer and the Suppliers) of [receipt of the proposals] or [the Effective Date], the Customer shall prepare a plan for the Cooperation Activities (the

**OFFICIAL**

**“Detailed Cooperation Plan”**). The Detailed Cooperation Plan shall include full details of the activities and interfaces that involve all of the Suppliers or cooperation between any of them to facilitate or allow delivery of the services under each Contract to the Customer. The Detailed Cooperation Plan shall be based on the Outline Cooperation Plan and shall be submitted to the Suppliers for approval.

- 3.3 The Suppliers shall provide such assistance as is required by the Customer in the preparation of the Detailed Cooperation Plan.
- 3.4 The Suppliers shall, within ten (10) Working Days of receipt of the Detailed Cooperation Plan, either:
  - 3.4.1 approve the Detailed Cooperation Plan; or
  - 3.4.2 reject the Detailed Cooperation Plan, giving reasons for such rejection.
- 3.5 The Suppliers may reject the Detailed Cooperation Plan pursuant to Clause 3.4.2 only if it is not consistent with their Outline Cooperation Plan in that it imposes additional, more onerous, obligations on them.
- 3.6 If the parties fail to agree the Detailed Cooperation Plan in accordance with Clause 3.4, such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

**4. COOPERATION ACTIVITIES**

- 4.1 The Suppliers shall perform the Cooperation Activities and all other obligations of this Agreement in accordance with the Detailed Cooperation Plan. The reasonable costs and expenses (if any) of the Suppliers and their respective sub-contractors in carrying out their obligations hereunder (including under Clauses 4.3 and 4.4) shall be reflected in the charges payable by the Customer under the relevant Contract.
- 4.2 In addition, each Supplier shall:
  - 4.2.1 use reasonable endeavours, and cooperate and exchange information with the other Suppliers, to ensure that its services, software, systems or other technology do not interfere with other services delivered to the Customer by any other Supplier(s);
  - 4.2.2 provide reasonable assistance and co-operation in connection with any changes to any information technology or services used by the Customer;
  - 4.2.3 remedy any breach of Clauses 4.2.1 and 4.2.2 within twenty eight (28) days of written notice to do so, either from the Customer or another Supplier.
- 4.3 The Suppliers shall provide all additional cooperation and assistance as is

**OFFICIAL**

reasonably required by the Customer to ensure the continuous delivery of the services under all the Contracts.

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

**5. JOINT EVENT MANAGEMENT**

- 5.1 If a Supplier is prevented from or delayed in providing (in whole or in part) the services under a Contract due to an act breach or omission by another Supplier (“an **“Event”**”), the Customer shall be entitled (but not required) to require the provisions of Clauses 5.2 to 5.11 (inclusive) to be followed by those Suppliers which the Customer in its reasonable opinion considers relevant. The process in this Clause 5 does not relieve the Supplier which is being prevented or delayed of any obligations it may have under its Contract, including any requiring it to mitigate or avoid the effect of the Event.

- 5.2 If, following an Event, the Customer so requires in accordance with Clause 5.1, the affected Suppliers shall prepare proposals in writing for the resolution of the Event and restoration of the services (the **“Resolution Proposals”**) within two (2) Working Days (or such other period as the affected Suppliers and the Customer agree in writing) of the Customer’s request. The Resolution Proposals shall contain, as a minimum:

5.2.1 detailed descriptions of the impact of the Event on the services under each Contract;

5.2.2 proposals for resolving the Event;

5.2.3 a timetable of activities required by all parties affected by the Event to resolve the Event; and

5.2.4 indicative costings for resolving the Event (such costings shall be reasonable and only relate to direct costs incurred by the affected party).

- 5.3 The affected Suppliers shall deliver the Resolution Proposals to the Customer within three (3) Working Days or such other period as mutually agreed by the affected Supplier and the Customer in writing (acting reasonably).

- 5.4 On receipt of the Resolution Proposals, the parties' Representatives shall meet (together with any sub-contractor's representatives as requested by the Customer ) within no more than three (3) Working Days to discuss how best to resolve the Event and restore full provision of the services under the Contracts to the Customer.

- 5.5 Following the meeting specified in Clause 5.4 and in accordance with the timescales agreed during the meeting specified in Clause 5.4, the Suppliers shall prepare and deliver a joint final plan for the resolution of the Event (the

OFFICIAL

**“Resolution Plan”**) for Approval by the Customer. The Resolution Plan shall incorporate any reasonable timetable for the activities to resolve the Event that may be proposed by the Customer.

- 5.6 The parties (and any sub-contractors) shall perform the activities in accordance with the timetable specified in the Resolution Plan Approved by the Customer and all other obligations of this Agreement. None of the Suppliers shall be entitled to request or require any compensation or additional charges from each other until the satisfactory resolution (as determined by the Customer acting reasonably) of the Event.
- 5.7 If a Supplier fails to comply with the provisions of the Resolution Plan Approved by the Customer (save insofar as caused by the Default of the Customer or other Suppliers), it shall, without prejudice to the parties' other rights and remedies, pay any reasonable additional costs and expenses of the other parties incurred as a direct result of such failure.
- 5.8 In the event of any Dispute in relation to the Resolution Plan, such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.9 Following resolution of the Event to the satisfaction of the Customer, the parties' representatives shall meet (together with any sub-contractor's representatives as requested by the Customer) within three (3) Working Days (or such other period as mutually agreed by the parties in writing (acting reasonably)) to discuss responsibility for the Event and to agree the charges payable (as referred to in this Clause 5) by each party. In particular the parties shall consider:
- 5.9.1 which party (or parties) were responsible for the Event; and
- 5.9.2 whether the parties (if any) who were not responsible for the Event are entitled to be compensated by the party responsible for the Event for losses resulting from the Event in accordance with Clause 5.10.
- 5.10 If, due to the Default of a Supplier (the **"First Supplier"**), any other Supplier(s) (the **"Other Supplier(s)"**) is unable to provide or is delayed in providing the services under a Contract, that First Supplier shall, without prejudice to the parties' other rights and remedies, reimburse the Other Supplier(s) for any reasonable additional costs and expenses incurred as a direct result of such Default to the extent that such costs and expenses were not also caused or contributed to by a Default of the Other Supplier.
- 5.11 The parties shall use their reasonable endeavours to mitigate the impact of any Event.
- 5.12 If the Customer (or the Agency Manager acting with the Customer's authority) proposes an alternative event management procedure to the one set out in this Paragraph 5 above, the Suppliers will work in good faith with the Agency Manager to follow and comply with such alternative event management procedure.



**OFFICIAL**

**6. REPRESENTATIVES OF THE PARTIES**

6.1 The parties shall each nominate *[add roles required, the Customer would suggest 1 manager for each party who is responsible for all cooperation discussions]* who shall be responsible for attending all discussions relating to this Agreement (a “**Representative**”). The Suppliers shall not change or remove their respective Representatives without the Customer’s prior written consent, such consent not to be withheld or delayed if the following conditions are met:

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

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

6.2 If, in the Customer’s reasonable opinion, a Representative is unsuitable for reasons of incompatibility with other Representatives, incompetence, unprofessional behaviour or similar circumstances, the Customer may request that such an employee be removed from the performance of the Cooperation Activities. In this event, the employee shall be removed and replaced with a suitable replacement, such replacement to be Approved by the Customer (whose Approval shall not be unreasonably withheld or delayed). The relevant Supplier shall indemnify the Customer against any claim or liability that might arise in connection with this request.

**7. INVOICING**

7.1 In the event that any sums are due from a Supplier under this Agreement, the Supplier responsible for paying such sum shall pay within twenty (20) Working Days of receipt of a valid invoice.

7.2 Interest shall be payable on any late payments under this Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**8. CONFIDENTIALITY**

8.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

8.2 Subject to Clause 8.3, each Supplier warrants that:

8.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall only use Confidential Information of any other Supplier for the purposes of this Agreement;

**OFFICIAL**

- 8.2.2 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information of any other Supplier to any third party without the prior written consent of such other Supplier;
  - 8.2.3 it shall take all necessary precautions to ensure that all Confidential Information of any other Supplier is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by its employees, servants, agents or sub-contractors; and
  - 8.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, shall use the Confidential Information of any other Supplier for the solicitation of business from the other or from any other Supplier's servants or consultants or otherwise.
- 8.3 The provisions of Clauses 8.1 and 8.2 shall not apply to any information which:
- 8.3.1 is or becomes public knowledge other than by breach of this Clause 8; or
  - 8.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
  - 8.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - 8.3.4 is independently developed without access to the Confidential Information; or
  - 8.3.5 is required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction.
- 8.4 The Customer's rights, obligations and liabilities in relation to using and disclosing any Supplier's Confidential Information provided under this Agreement and the Supplier's right, obligations and liabilities in relation to using and disclosing any of the Customer's Confidential Information provided under this Agreement, shall be as set out in the relevant Contract.

**9. WARRANTIES**

- 9.1 Each Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and to perform this Agreement and that

**OFFICIAL**

this Agreement is executed by a duly authorised Representative of the Supplier; and

9.1.2 its obligations hereunder shall be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause 9) in accordance with its own established internal procedures.

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

**10. LIMITATION OF LIABILITY**

10.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or that otherwise cannot be excluded under applicable law.

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

10.3 Subject always to Clauses 10.1 and 10.2, the liability of the Customer to any Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement shall be limited to five thousand pounds sterling (£5,000).

10.4 Subject always to Clauses 10.1 and 10.2, the liability of each Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement shall be limited to two hundred and fifty thousand pounds sterling (£250,000) save that each of such Supplier's total liability under their respective Contracts shall be subject to the financial limits set out in such Contracts.

10.5 Subject always to Clauses 10.1, 10.2 and 10.6 and except in respect of liability under Clause 8 (excluding Clause 8.4, which shall be subject to the limitations of liability set out in the relevant Contract), in no event shall any party be liable to any other for:

10.5.1 indirect loss or damage;

10.5.2 special loss or damage;

10.5.3 consequential loss or damage;

10.5.4 loss of profits (whether direct or indirect);

**OFFICIAL**

- 10.5.5 loss of turnover (whether direct or indirect);
  - 10.5.6 loss of business opportunities (whether direct or indirect); and/or
  - 10.5.7 damage to goodwill (whether direct or indirect).
- 10.6 Subject always to Clauses 10.1 and 10.2, the provisions of Clause 10.5 shall not be taken as limiting the right of the Customer to amongst other things, recover as a direct loss any:
- 10.6.1 additional operational and/or administrative costs and expenses arising from a Default of a Supplier; and/or
  - 10.6.2 wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from a Supplier's Default.

**11. DISPUTE RESOLUTION PROCEDURE**

- 11.1 All Disputes between any of the parties arising out of or relating to this Agreement shall be referred, by any party involved in the Dispute, to the Representatives of the parties specified in the Detailed Cooperation Plan.
- 11.2 If the Dispute cannot be resolved by the parties' Representatives nominated under Clause 11.1 within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the parties) after it has been referred to them under Clause 11.1, then except where a party seeks urgent injunctive relief, the parties shall refer it to mediation pursuant to the procedure set out in Clause 11.3 unless the Customer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the Dispute is not suitable for resolution by mediation.
- 11.3 The procedure for mediation and consequential provisions relating to mediation are as follows:
  - 11.3.1 a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to the parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator;
  - 11.3.2 the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;
  - 11.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the Dispute and any settlement agreement relating to it

**OFFICIAL**

shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

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

11.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Call Off Contract without the prior written consent of all the parties; and

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

11.4 The parties must continue to perform their respective obligations under this Call Off Contract and under their respective Contracts pending the resolution of a Dispute.

## **12. TERMINATION AND CONSEQUENCES OF TERMINATION**

### **12.1 Termination**

12.1.1 The Customer has the right to terminate this Call Off Contract in its entirety or in respect of any Supplier(s) at any time by notice in writing to the Suppliers.

### **12.2 Consequences of Termination**

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

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

## **13. GENERAL PROVISIONS**

### **13.1 Force Majeure**

13.1.1 For the purposes of this Agreement, the expression “**Force Majeure Event**” shall mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control,

**OFFICIAL**

including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or a competent regulatory body, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a sub-contractor.

13.1.2 Subject to the remaining provisions of this Clause 13.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

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

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

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

13.1.6 A Force Majeure Event shall be considered an Event for the purposes of this Agreement and the parties shall comply with their respective obligations under Clause 5.

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

**13.2 Assignment and sub-contracting**

13.2.1 Subject to Clause 13.2.2, the Suppliers shall not assign, sub-contract or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage hereof without the consent of the Customer first being obtained in writing.

**OFFICIAL**

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

**13.3 Notices**

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

13.3.2 For the purposes of Clause 13.3.1, the address of each of the parties shall be the registered address specified above.

**13.4 Entire Agreement**

13.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties in relation to such matters.

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

13.4.3 Nothing in this Clause 13.4 shall operate to exclude any liability for fraud.

**13.5 Rights of third parties**

13.5.1 Save as provided in Clause 13.5.2, nothing in this Agreement shall be deemed to grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision hereof and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.5.2 The Authority may enforce Clause 4.2 on behalf of the Customer pursuant to the Contracts (Rights of Third Parties) Act 1999.

**OFFICIAL**

**13.6 Severability**

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

**13.7 Variations**

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

**13.8 No waiver**

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

**13.9 Governing Law and Jurisdiction**

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

**EXECUTED AND DELIVERED** as an agreement by the parties or their duly authorised attorneys the day and year first above written.  
**FOR AND ON BEHALF OF THE CUSTOMER**

Signed by:

Full name (capitals):

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

Position:

Date:



**OFFICIAL**

FOR AND ON **BEHALF** OF [ ]

Signed by:

Full name (capitals): .....

Position: .....

Date:

FOR AND ON **BEHALF** OF [ ]

Signed by:

Full name (capitals): .....

Position: .....

Date:

FOR AND ON **BEHALF** OF [ ]

Signed by:

Full name (capitals): .....

Position: .....

Date:

**OFFICIAL**

FOR AND ON **BEHALF** OF [ ]

Signed by:

Full name (capitals): .....

Position: .....

Date:

FOR AND ON **BEHALF** OF [ ]

Signed by:

Full name (capitals): .....

Position: .....

Date:

FOR AND ON **BEHALF** OF [ ]

Signed by:

Full name (capitals): .....

Position: .....

Date:

OFFICIAL

**SCHEDULE 1**

**LIST OF CONTRACTS**

<b>SUPPLIER</b>	<b>NAME/REFERENCE OF CONTRACT</b>	<b>EFFECTIVE DATE OF CONTRACT</b>

**OFFICIAL**

**SCHEDULE 2**

**OUTLINE COOPERATION PLAN**