

DATED 13/11/2015

CROWN COMMERCIAL SERVICE

and

BERENSDEN UK LTD

LAUNDRY AND LINEN SERVICES FRAMEWORK AGREEMENT

(Agreement Ref: RM1031)

TABLE OF CONTENT

A.	PRELIMINARIES	5
1.	DEFINITIONS AND INTERPRETATION	5
2.	DUE DILIGENCE	7
3.	SUPPLIER'S APPOINTMENT.....	7
4.	SCOPE OF FRAMEWORK AGREEMENT	8
5.	CALL OFF PROCEDURE	8
6.	ASSISTANCE IN RELATED PROCUREMENTS	8
7.	REPRESENTATIONS AND WARRANTIES.....	9
B.	DURATION OF FRAMEWORK AGREEMENT	11
10.	FRAMEWORK PERIOD	11
C.	FRAMEWORK AGREEMENT PERFORMANCE	11
11.	FRAMEWORK AGREEMENT PERFORMANCE	11
12.	KEY PERFORMANCE INDICATORS.....	12
13.	STANDARDS	12
14.	NOT USED	12
15.	CONTINUOUS IMPROVEMENT	12
16.	CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT	12
D.	FRAMEWORK AGREEMENT GOVERNANCE	13
17.	FRAMEWORK AGREEMENT MANAGEMENT	13
18.	RECORDS, AUDIT ACCESS AND OPEN BOOK DATA	13
19.	CHANGE	16
E.	MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS	17
20.	MANAGEMENT CHARGE	17
21.	PROMOTING TAX COMPLIANCE	18
22.	BENCHMARKING	18
23.	NOT USED	18
F.	SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS.....	18
24.	NOT USED	18
25.	SUPPLY CHAIN RIGHTS AND PROTECTION.....	18
G.	INTELLECTUAL PROPERTY AND INFORMATION	22
26.	INTELLECTUAL PROPERTY RIGHTS	22
27.	PROVISION AND PROTECTION OF INFORMATION	23
28.	PUBLICITY AND BRANDING.....	30
29.	MARKETING.....	30
H.	LIABILITY AND INSURANCE	31
30.	LIABILITY	31
31.	INSURANCE	32
I.	REMEDIES.....	32
32.	AUTHORITY REMEDIES	32
J.	TERMINATION AND SUSPENSION	33
33.	AUTHORITY TERMINATION RIGHTS	33
34.	SUSPENSION OF SUPPLIER'S APPOINTMENT	36

35.	CONSEQUENCES OF EXPIRY OR TERMINATION	36
K.	MISCELLANEOUS AND GOVERNING LAW	37
36.	COMPLIANCE	37
37.	ASSIGNMENT AND NOVATION	38
38.	WAIVER AND CUMULATIVE REMEDIES	39
39.	RELATIONSHIP OF THE PARTIES	39
40.	PREVENTION OF FRAUD AND BRIBERY.....	39
41.	CONFLICTS OF INTEREST.....	41
42.	SEVERANCE	41
43.	FURTHER ASSURANCES.....	41
44.	ENTIRE AGREEMENT	41
45.	THIRD PARTY RIGHTS	42
46.	NOTICES.....	42
47.	COMPLAINTS HANDLING	44
48.	DISPUTE RESOLUTION	44
49.	GOVERNING LAW AND JURISDICTION	44
	FRAMEWORK SCHEDULE 1: DEFINITIONS	46
	FRAMEWORK SCHEDULE 2: GOODS AND/OR SERVICES AND KEY PERFORMANCE INDICATORS.....	63
	FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE.....	102
	ANNEX 1: PRICING MECHANISM.....	106
	ANNEX 2: RATES AND PRICES.....	115
	ANNEX 3: FRAMEWORK PRICES	116
	FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL OFF TERMS.....	116
	ANNEX 1: TEMPLATE ORDER FORM.....	116
	ANNEX 2: TEMPLATE CALL OFF TERMS.....	117
	FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE.....	118
	FRAMEWORK SCHEDULE 6: AWARD CRITERIA	123
	FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS	125
	FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT	126
	FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION.....	129
	ANNEX 1: MI REPORTING TEMPLATE.....	133
	FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE	133
	FRAMEWORK SCHEDULE 11: MARKETING	136
	FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING	137
	FRAMEWORK SCHEDULE 13: NOT USED	142
	FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS	142
	ANNEX 1: REQUIRED INSURANCES	145
	[FRAMEWORK SCHEDULE 15: NOT USED	148
	[FRAMEWORK SCHEDULE 16: NOT USED	149

FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION	149
FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE	150
FRAMEWORK SCHEDULE 19: VARIATION FORM	155
FRAMEWORK SCHEDULE 20: CONDUCT OF CLAIMS	156
FRAMEWORK SCHEDULE 21: NOT USED	158
FRAMEWORK SCHEDULE 22: SUSTAINABILITY ACTION PLAN	158

This Agreement is made on **19/11/2015**

BETWEEN:

- (1) the Minister for the Cabinet Office ("**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 (the "**Authority**");
- (2) Berendsen UK Ltd which is a company registered in England and Wales under company number 228604 and whose registered office is at Intec 3 Intec Business Park Wade Road Basingstoke Hampshire RG24 8NE (the "**Supplier**").

RECITALS:

- A The Authority placed a contract notice 2015/S 129-237768 on 8th July 2015 (the "**OJEU Notice**") in the Official Journal of the European Union seeking tenders from providers of *Laundry and Linen Services* ("**the Services**") Interested in entering into a framework arrangement for the supply of such Services to Contracting Authorities.
- B On 3rd July 2015 the Authority issued an invitation to tender (the "**Invitation to Tender**") for the provision of *Laundry and Linen Services*.
- C In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on 4th September 2015 (set out in Framework Schedule 21 (Tender)) (the "**Tender**") through which it represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- D On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement for Lot 1 along with a number of other suppliers appointed to the Framework to provide the Services to Contracting Authorities from time to time on a call off basis in accordance with this Framework Agreement.
- E This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Services which may be required by Contracting Authorities Bodies, the template terms and conditions for any Call Off Agreement which Contracting Authorities may enter into and the obligations of the Supplier during and after the Framework Period.
- F It is the Parties' intention that there will be no obligation for any Contracting Authority to award any Call Off Agreements under this Framework Agreement during the Framework Period.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.

- 1.1.2 If a capitalised expression does not have an interpretation in Framework Schedule 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 dictionary meaning.

1.2 Interpretation

- 1.2.1 In this Framework Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) 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";
- (f) 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;
- (g) 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;
- (h) 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;
- (i) any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
- (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

- 1.2.2 Subject to Clauses 1.2.3 and 1.2.4, 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:

- (a) the Clauses and Framework Schedule 1 (Definitions);
 - (b) Framework Schedules 1 to 19 inclusive;
 - (c) Framework Schedule 21 (Tender).
- 1.2.3 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:
- (a) any refinement to the Template Order Form and Template Call Off Terms permitted for the purposes of a Call Off Agreement under Clause 4 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Template Order Form and Template Call –Off Terms); and
 - (b) subject to Clause 1.2.4, the Call Off Agreement shall prevail over Framework Schedule 21 (Tender).
- 1.2.4 Where Framework Schedule 21 (Tender) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 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 or its obligations under this Framework Agreement;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Framework Commencement Date) and has entered into this Framework Agreement in reliance on its own due diligence alone.
- 2.1.4 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere; and/or
 - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

3. SUPPLIER'S APPOINTMENT

3.1 The Authority hereby appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Call Off

Agreements by the Authority and Other Contracting Authorities during the Framework Period.

- 3.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its 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).

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 Without prejudice to Clause 45 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier.
- 4.2 The Supplier acknowledges and agrees that:
- 4.2.1 there is no obligation whatsoever on the Authority or on any Other Contracting Authority to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement and
 - 4.2.2 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 Authorities in relation to the provision of the Services by the Supplier and that the Authority and Other Contracting Authorities are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 4.3 In the event that any Other Contracting Authority makes an approach to the Supplier with a request for the supply of Equivalent Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Authority, and before any supply of Equivalent Services is made, inform such Other Contracting Authority of the existence of this Framework and the Other Contracting Authority's ability to award Call Off Agreements for Services pursuant to this Framework Agreement.

5. CALL OFF PROCEDURE

- 5.1 If the Authority or any Other Contracting Authority decides to source any of the 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 Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).
- 5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

6. ASSISTANCE IN RELATED PROCUREMENTS

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

- 6.1.1 carry out appropriate due diligence with respect to the provision of the New services;
 - 6.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Services and the New Services;
 - 6.1.3 carry out a fair Further Competition Procedure for the New Services; and
 - 6.1.4 make a proper assessment as to the risk related to the New Services.
- 6.2 When performing its obligations in Clause 6.1 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.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants that:
- 7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;
 - 7.1.2 this Framework Agreement is executed by its duly authorised representative;
 - 7.1.3 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
 - 7.1.4 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).
- 7.2 The Supplier represents and warrants that:
- 7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 7.2.2 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;
 - 7.2.3 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;
 - 7.2.4 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;

- 7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to 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;
 - 7.2.6 as at the Framework Commencement Date, it has notified the Authority 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;
 - 7.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
 - 7.2.8 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 the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority and/or Other Contracting Authorities.
 - 7.2.9 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;
 - 7.2.10 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, have been or 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;
 - 7.2.11 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 employ or offer employment to any staff of the Authority or the staff of any Contracting Authority who has been associated with the procurement and/or provision of the Services without Approval or the prior written consent of the relevant Contracting Authority which shall not be unreasonably withheld; and
 - 7.2.12 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 Authorities on the basis of their respective sizes.
- 7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 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 Framework Agreement.

- 7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 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.
- 7.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
- 7.6 Each time that a Call Off Agreement is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.
- 8. **NOT USED**
- 9. **NOT USED**

B. DURATION OF FRAMEWORK AGREEMENT

10. FRAMEWORK PERIOD

- 10.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire at the end of the second (2nd) Contract Year, unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.
- 10.2 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire either:
 - 10.2.1 at the end of the Initial Framework Period; or
 - 10.2.2 where the Authority elects to extend the Initial Framework Period in accordance with Clause 10.2 below, at the end of the Extension Framework Period,
 - 10.2.3 unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.
- 10.3 The Authority may extend the duration of this Framework Agreement for any period or periods up to a maximum of two (2) years in total from the expiry of the Initial Framework Period by giving the Supplier no less than three (3) Months' written notice.

C. FRAMEWORK AGREEMENT PERFORMANCE

11. FRAMEWORK AGREEMENT PERFORMANCE

- 11.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:
 - 11.1.1 The requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);
 - 11.1.2 the terms and conditions of the respective Call Off Agreements;

- 11.1.3 Good Industry Practice;
- 11.1.4 all applicable Standards; and
- 11.1.5 in compliance with all applicable Law.

- 11.2 The Supplier shall bring to the attention of the Authority any conflict between any of the requirements of Clause 11.1 shall comply with the Authority's decision on the resolution of any such conflict.

12. KEY PERFORMANCE INDICATORS

- 12.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators).

13. STANDARDS

- 13.1 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 Part A of Framework Schedule 2 (Services and Key Performance Indicators).
- 13.2 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 Authority under a Call Off Agreement, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
- 13.3 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 Authority's receipt under a Call Off Agreement, of the Services is explained to the Authority and the Contracting Authority (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 13.4 Where Standards referenced conflict with each other or with best professional or 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.
- 13.5 Where a standard, policy or document is referred to in Framework Schedule 2 (Services and Key Performance Indicators) 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.

14. NOT USED

15. CONTINUOUS IMPROVEMENT

- 15.1 The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Services and the manner in which it provides the Services as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).

16. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

- 16.1 The Supplier shall perform all its obligations under all Call Off Agreements entered into with the Authority or any Other Contracting Authority :
- 16.1.1 in accordance with the requirements of this Framework Agreement;
 - 16.1.2 in accordance with the terms and conditions of the respective Call Off Agreements.
- 16.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 16.1.1 and 16.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

D. FRAMEWORK AGREEMENT GOVERNANCE

17. FRAMEWORK AGREEMENT MANAGEMENT

- 17.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8 (Framework Management).

18. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

- 18.1 The Supplier shall keep and maintain, until the later of:
- 18.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or
 - 18.1.2 seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or
 - 18.1.3 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 Authorities, the Services provided pursuant to the Call-Off Agreements, and the amounts paid by each Contracting Authority 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.
- 18.2 The Supplier shall keep the records and accounts referred to in Clause 18.1 in accordance with Good Industry Practice and Law.
- 18.3 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.
- 18.4 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:
- 18.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - 18.4.2 all related invoices are completely and accurately included in the MI Reports;

- 18.4.3 all Charges to Contracting Authorities comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and
- 18.4.4 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 have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by the Authority.
- 18.5 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.
- 18.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 18.1 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 to:
 - 18.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under a Call Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);
 - 18.6.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - 18.6.3 verify the Open Book Data;
 - 18.6.4 verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - 18.6.5 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;
 - 18.6.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Contractors or their ability to perform the Services;
 - 18.6.7 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;
 - 18.6.8 review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;

- 18.6.9 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;
 - 18.6.10 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;
 - 18.6.11 verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
 - 18.6.12 review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - 18.6.13 review the integrity, confidentiality and security of the Authority Personal Data; and/or
 - 18.6.14 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework 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.
- 18.7 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/or Services pursuant to the Call Off Agreements, 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.
- 18.8 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:
- 18.8.1 all information within the scope of the Audit requested by the Auditor;
 - 18.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods and/or Services; and
 - 18.8.3 access to the Supplier Personnel.
- 18.9 If an Audit reveals that the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any one Contract Year or year of any Call Off Agreements then, without prejudice to the Authority's other rights under this Framework Agreement, the Supplier shall reimburse the Authority its reasonable costs incurred in relation to the Audit.
- 18.10 If an Audit reveals that:
- 18.10.1 that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due during any Contract Year of this Framework Agreement and any Call Off Agreement; and/or
 - 18.10.2 a material Default has been committed by the Supplier;
- then the Authority shall be entitled to terminate this Framework Agreement.

- 18.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, save as specified in Clause 18.9.

19. CHANGE

19.1 Variation Procedure

19.1.1 Subject to the provisions of this Clause 19 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided always 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**".

19.1.2 The Authority may request a Variation by completing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

19.1.3 The Supplier shall respond to the Authority's request pursuant to Clause 19.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.

19.1.4 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; [and/or
- (b) 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,]
- (c) the Authority may:
 - (i) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
 - (ii) terminate this Framework Agreement with immediate effect.

19.2 Legislative Change

19.2.1 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) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.

19.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 19.2.1(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 Services, the Framework Prices or this Framework Agreement; and
- (b) provide the Authority 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 Schedule 12 (Continuous Improvement and Benchmarking) , has been taken into account in amending the Framework Prices.

19.2.3 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 19.2.1(b) shall be implemented in accordance with Clause 19.1(Variation Procedure).

E. MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS

20. MANAGEMENT CHARGE

- 20.1 In consideration of the establishment and award of this Framework Agreement and the management and administration by the Authority of the same, the Supplier agrees to pay to the Authority the Management Charge in accordance with this Clause 20.
- 20.2 The Authority shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 9 (Management Information), and adjusted:
- 20.2.1 in accordance with paragraphs 5.4 to 5.7 of Framework Schedule 9 (Management Information) to take into account of any Admin Fee(s) that may have accrued in respect of the late provision of Management Information; and
 - 20.2.2 in accordance with paragraph 6 of Framework Schedule 9 (Management Information) to take into account of any underpayment or overpayment as a result of the application of the Default Management Charge.
- 20.3 Unless otherwise agreed in writing, the Supplier shall pay by BACS (or by such other means as the Authority may from time to time reasonably require)) the amount stated in any invoice submitted under Clause 20.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by the Authority to the Supplier) within thirty (30) calendar days of the date of issue of the invoice.

- 20.4 The Management Charge shall apply to the full Charges as specified in each and every Call Off Agreement and shall not be varied as a result of any discount or any reduction in the Charges due to the application of any Service Credits (as defined in Annex 2 of Framework Schedule 4 (Template Order Form and Template Call Off terms) and/or any other deductions made under any Call Off Agreement.
- 20.5 The Supplier shall not pass through or recharge to, or otherwise recover from any Contracting Authority the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.
- 20.6 Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

21. PROMOTING TAX COMPLIANCE

- 21.1 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 21.1.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
 - 21.1.2 promptly provide to the Authority:
 - (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, 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.
- 21.2 In the event that the Supplier fails to comply with this Clause 21 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Framework Agreement for material Default.

22. BENCHMARKING

- 22.1 The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Services.

23. NOT USED

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

24. NOT USED

25. SUPPLY CHAIN RIGHTS AND PROTECTION

25.1 Appointment of Key Sub-Contractors

- 25.1.1 The Authority has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
- 25.1.2 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 and the Contracting

Authority with whom it has entered into a Call Off Agreement and shall at the time of requesting such consent, provide the Authority with the information detailed in Clause 25.1.3. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. The Authority and/or the Contracting 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 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; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

25.1.3 The Supplier shall provide the Authority and the Contracting Authority with whom the Supplier has entered into a Call Off Agreement 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) Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
- (e) Credit Rating Threshold (as defined in Framework Schedule 16 (Financial Distress)) of the Key Sub-Contractor.

25.1.4 If requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Agreement, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 25.1.3, the Supplier shall also provide:

- (a) a copy of the proposed Key Sub-Contract; and
- (b) any further information reasonably requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Agreement.

25.1.5 The Supplier shall 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 Key Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
 - (i) the data protection requirements set out in Clause 27.5 (Protection of Personal Data);
 - (ii) the FOIA requirements set out in Clause 27.4 (Freedom of Information);
 - (iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 28 (Publicity and Branding);
 - (iv) the keeping of records in respect of the services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 18 (Records, Audit Access and Open Book Data);
 - (f) 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 33 (Authority Termination Rights) and 35 (Consequences of Expiry or Termination) of this Framework Agreement;
 - (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority;

25.2 Supply Chain Protection

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

- (a) 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;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) above; and
- (d) conferring a right on the Authority and any Contracting Authority with whom the Supplier has entered a Call Off Agreement to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

25.2.2 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.

25.2.3 Any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed.

25.2.4 Notwithstanding any provision of Clauses 27.2 (Confidentiality) and 28 (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).

25.3 NOT USED

25.4 Termination of Sub-Contracts

25.4.1 The Authority may require the Supplier to terminate:

(a) a Sub-Contract where:

- (i) 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 33 (Authority Termination Rights) except Clause 33.6 (Termination Without Cause); and/or
- (ii) 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 Services or otherwise; and/or

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

- (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (ii) 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.

25.4.2 Where the Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 25.4.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Services.

25.5 Competitive Terms

25.5.1 If the Authority is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Authority may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
 - (b) subject to Clause 25.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
- 25.5.2 If the Authority exercises either option pursuant to Clause 25.5.1, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 19.1 (Variation Procedure).
- 25.5.3 The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:
- (a) the Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
 - (b) any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

25.6 Retention of Legal Obligations

- 25.6.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 25, 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.

G. INTELLECTUAL PROPERTY AND INFORMATION

26. INTELLECTUAL PROPERTY RIGHTS

26.1 Allocation of title to IPR

- 26.1.1 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.
- 26.1.2 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 26.1.1, 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).
- 26.1.3 Subject to Clauses 26.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 26.1.4 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 Services during the Framework Period and for no other purpose.

26.2 IPR Indemnity

- 26.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Supplier's

responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

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

26.2.3 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:

- (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (ii) the replaced or modified item does not have an adverse effect on any other Services;
- (iii) there is no additional cost to the Authority; and
- (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.

26.2.4 If the Supplier elects to procure a licence in accordance with Clause 26.2.3(a) or to modify or replace an item pursuant to Clause 26.2.3(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 26.2.2, 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.

27. PROVISION AND PROTECTION OF INFORMATION

27.1 Provision of Management Information

27.1.1 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 9 (Management Information).

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

- (a) use and to share with any Other Contracting Authority and Relevant Person; and/or
- (b) 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 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 and planning future procurement activity.

27.1.3 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.

27.1.4 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 27.1.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.

27.2 Confidentiality

27.2.1 For the purposes of this Clause 27.2, 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.

27.2.2 Except to the extent set out in this Clause 27.2 or where disclosure is expressly permitted elsewhere in this Framework 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 Framework Agreement or without obtaining the Disclosing Party'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 Framework 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.

27.2.3 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 27.4 (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 Authority arising out of or in connection with this Framework Agreement;
 - (ii) 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
- (iii) the conduct of a Central Government Body review in respect of this Framework 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.
- 27.2.4 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.
- 27.2.5 Subject to Clauses 27.2.2 and 27.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
 - (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
- 27.2.6 Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 27.2.5, 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.
- 27.2.7 The Authority may disclose the Confidential Information of the Supplier:
- (a) to any Central Government Body or Other Contracting Authority on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Authorities;
 - (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - (c) to the extent that the Authority (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 27.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or

- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Authority,
 - (g) 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 27.2.7.
- 27.2.8 For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 27.2.7 shall include information relating to Call Off Agreements, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Agreement) and the terms of any Call Off Agreement may be shared with any Central Government Body or Other Contracting Authority from time to time.
- 27.2.9 Nothing in this Clause 27.2 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.
- 27.2.10 In the event that the Supplier fails to comply with Clauses 27.2.2 to 27.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

27.3 Transparency

- 27.3.1 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.
- 27.3.2 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.
- 27.3.3 The Supplier acknowledges that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative. Such details will not be redacted. By executing this Framework Agreement, the Supplier confirms that it has ensured that the Supplier Representative has given their consent to the publication of their name and contact details or otherwise taken steps to ensure that publication will not breach the Data Protection Act 1998. The name and contact details of any subsequent Supplier Representative details will also be

published and in every such case the Supplier will ensure that consent is obtained or otherwise takes steps to ensure that publication of those details will not amount to a breach of the Data Protection Act 1998.

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

27.4 Freedom of Information

27.4.1 The Supplier acknowledges that the Authority 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 Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) 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;
- (c) 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
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

27.4.2 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.

27.5 Protection of Personal Data

27.5.1 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.

27.5.2 The Supplier shall:

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

- (b) 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;
 - (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the 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);
 - (d) 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 27.5.2 and Clause 27.2 (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 Authority or as otherwise permitted by this Framework Agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
 - (e) notify the Authority 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 Authority's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - (f) 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 27.5.2(e), including by promptly providing:
 - (i) the Authority with full details and copies of the complaint, communication or request;
 - (ii) 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
 - (iii) the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and
 - (g) 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 27.5.2 and provide to the Authority copies of all documentation

relevant to such compliance including, protocols, procedures, guidance, training and manuals.

27.5.3 The Supplier shall not Process or otherwise transfer any Personal Data 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**”). 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:

- (a) 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 19.1 (Variation Procedure) and Clauses 27.5.3(b) to 27.5.3(d);
- (b) the Supplier shall set out in its proposal to the Authority 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; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (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 Authority’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 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
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority 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 Framework 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:
 - (A) a direct data processing agreement with the Authority on such terms as may be required by the Authority; or

- (B) 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.

27.5.4 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.

28. PUBLICITY AND BRANDING

28.1 Subject to Clause 29 (Marketing), the Supplier shall not:

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

28.1.2 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).

28.2 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 products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

28.3 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.

29. MARKETING

29.1 The Supplier shall undertake marketing of this Framework Agreement and the Services on behalf of the Authority to Other Contracting Authorities in accordance with the provisions of Framework Schedule 11 (Marketing).

29.2 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.

H. LIABILITY AND INSURANCE

30. LIABILITY

- 30.1 Neither Party excludes or limits its liability for:
- 30.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - 30.1.2 bribery or Fraud by it or its employees; or
 - 30.1.3 any liability to the extent it cannot be excluded or limited by Law.
- 30.2 The Supplier does not exclude or limit its liability in respect of the indemnity of clause 26.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.
- 30.3 Subject to Clauses 30.1 and 30.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or Authority Cause (as the case may be) shall in no event exceed:
- 30.3.1 in relation to any Default or Authority Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, the higher of three hundred thousand pounds (£300,000) and a sum equal to one hundred and twenty five percent (125%) of the Estimated Year 1 Management Charge;
 - 30.3.2 in relation to any Default or Authority Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, the higher of the sum of three hundred thousand pounds (£300,000) in each such Contract Year and a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the previous Contract Year; and
 - 30.3.3 in relation to any Default or Authority Cause occurring in each Contract Year that commences after the end of the Framework Period, the higher of three hundred thousand pounds (£300,000) in each such Contract Year and a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the last Contract Year commencing during the Framework Period.
- 30.4 Subject to Clause 30.1, neither Party shall be liable to the other Party for any:
- 30.4.1 indirect, special or consequential Loss;
 - 30.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 30.5 Subject to Clause 30.3, and notwithstanding Clause 30.4, 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:

- 30.5.1 any Management Charge or Default Management Charge which are due and payable to the Authority;
- 30.5.2 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;
- 30.5.3 any wasted expenditure or charges;
- 30.5.4 the additional cost of procuring Replacement Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Framework Agreement;
- 30.5.5 any compensation or interest paid to a third party by the Authority;
- 30.5.6 any fine, penalty or costs incurred by the Authority pursuant to Law.
- 30.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 30.7 Any Default Management Charge shall not be taken into consideration when calculating the Supplier's liability under Clause 30.3.
- 30.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 30 shall not limit the Supplier's liability to a Contracting Authority 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.

31. INSURANCE

- 31.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement , and shall procure that Subcontractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Schedule 14 (Insurance Requirements).
- 31.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Call Off Agreements.

I. REMEDIES

32. AUTHORITY REMEDIES

- 32.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 33.1 (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:
 - 32.1.1 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.

- 32.1.2 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.
- 32.1.3 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.
- 32.1.4 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.

J. TERMINATION AND SUSPENSION

33. AUTHORITY TERMINATION RIGHTS

33.1 Termination on Material Default

- 33.1.1 The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:
- (a) the Supplier fails to accept a Call Off Agreement pursuant to paragraph 7.2 of Framework Schedule 5 (Call Off Procedure);
 - (b) a Contracting Authority terminates a Call Off Agreement for the Supplier's breach of that Call Off Agreement;
 - (c) an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
 - (d) the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
 - (e) in the event of two 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;

- (f) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
- (i) Clause 19.1.4(c)(ii) (Variation Procedure);
 - (ii) Clause 27.2.10 (Confidentiality);
 - (iii) Clause 40.6.2 (Prevention of Fraud and Bribery);
 - (iv) Clause 36.1.2 (Compliance);
 - (v) Clause 41.3 (Conflicts of Interest);
 - (vi) paragraph 6.2 of Framework Schedule 9 (Management Information); and/or
 - (vii) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
- (g) the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
- (i) Clause 7 (Representations and Warranties) except Clause 7.2.6;
 - (ii) Clause 11 (Framework Agreement Performance);
 - (iii) Clause 18 (Records, Audit Access and Open Book Data);
 - (iv) Clause 20 (Management Charge);
 - (v) Clause 21 (Promoting Tax Compliance);
 - (vi) Clause 25 (Supply Chain Rights and Protection);
 - (vii) Clause 27.1 (Provision of Management Information);
 - (viii) Clause 27.4 (Freedom of Information);
 - (ix) Clause 27.5 (Protection of Personal Data); [and/or]
 - (x) paragraph 1.2 of Part B of Framework Schedule 2 (Services and Key Performance Indicators);
- (h) the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;
 - (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 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.

33.2 Termination in Relation to Financial Standing

- 33.2.1 [The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Framework Agreement;]

33.3 Termination on Insolvency

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

33.4 Termination on Change of Control

- 33.4.1 The Supplier shall notify the Authority immediately if the Supplier is intending to undergo, undergoes or has undergone a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of the circumstances suggesting and/or explaining that a Change of Control is planned or is in contemplation or has taken place. 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 is planned or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware that a Change of Control is planned or is in contemplation or has occurred,

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

33.5 Termination for breach of Regulations

- 33.5.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

33.6 Termination Without Cause

- 33.6.1 The Authority shall have the right to terminate this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

33.7 Partial Termination

- 33.7.1 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 33.7 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.

33.7.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 19.1 (Variation Procedure) including the effect that the partial termination may have on the 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 Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 33 (Authority Termination Rights) with the exception of Clause 33.6 (Termination Without Cause); and
- (b) the Supplier shall not be entitled to reject the variation.

34. SUSPENSION OF SUPPLIER'S APPOINTMENT

- 34.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 33 (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.
- 34.2 Any suspension under Clause 34.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.
- 34.3 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.
- 34.4 If the Authority provides notice to the Supplier in accordance with this Clause 34.1, 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.
- 34.5 For the avoidance of doubt, no period of suspension under this Clause 34 shall result in an extension of the Framework Period.

35. CONSEQUENCES OF EXPIRY OR TERMINATION

- 35.1 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 35.
- 35.2 Termination or expiry of this Framework Agreement shall not cause any Call Off Agreements to terminate automatically. For the avoidance of doubt, 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 and the Supplier shall continue to pay any Management Charge due to the Authority in relation to such Call Off Agreements, notwithstanding the termination or expiry of this Framework Agreement.
- 35.3 If the Authority terminates this Framework Agreement under Clause 33.1 (Termination on Material Default) and then makes other arrangements for the supply of the Services to Contracting Authorities, the Supplier shall indemnify the Authority in full upon demand for the cost of procuring, implementing and operating

any alternative or replacement goods and/or services to the Services and no further payments shall be payable by the Authority until the Authority has established and recovered from the Supplier the full amount of such cost.

- 35.4 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 of the Authority's 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).
- 35.5 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.
- 35.6 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:
 - 35.6.1 Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 11 (Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 20 (Management Charge), 26 (Intellectual Property Rights), 27.1 (Provision of Management Information), 27.2 (Confidentiality), 27.3 (Transparency), 27.4 (Freedom of Information), 27.5 (Protection of Personal Data), 30 (Liability), 31 (Insurance), 35 (Consequences of Expiry or Termination), 36 (Compliance), 38 (Waiver and Cumulative Remedies), 40 (Prevention of Fraud and Bribery), 42 (Severance), 44 (Entire Agreement), 45 (Third Party Rights), 46 (Notices), 47 (Complaints Handling), 48 (Dispute Resolution) and 49 (Governing Law and Jurisdiction); and
 - 35.6.2 Framework Schedules 2 (Services and Key Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Key Sub-Contractors), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking) , 14 (Insurance Requirements), 17 (Commercially Sensitive Information) and 19 (Tender).

K. MISCELLANEOUS AND GOVERNING LAW

36. COMPLIANCE

36.1 Compliance with Law

- 36.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
- 36.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 36.1.1, 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.

36.2 Equality and Diversity

36.2.1 The Supplier shall:

- (a) perform its obligations under this Framework Agreement (including those in relation to the provision of the Goods and/or Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) 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;
- (b) 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).

36.3 Official Secrets Act and Finance Act

36.3.1 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.

37. ASSIGNMENT AND NOVATION

37.1 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.

37.2 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:

37.2.1 any Other Contracting Authority ; or

37.2.2 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

37.2.3 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 37.2.

37.3 A change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 37.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

37.4 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 Authority or if a body which is not a Contracting Authority succeeds

the Authority (both “**Transferee**” in the rest of this Clause) the right of termination of the Authority in Clause 33.3 (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 33.3 (Termination on Insolvency)) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

38. WAIVER AND CUMULATIVE REMEDIES

- 38.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 46 (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.
- 38.2 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.

39. RELATIONSHIP OF THE PARTIES

- 39.1 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.

40. PREVENTION OF FRAUD AND BRIBERY

- 40.1 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:
 - 40.1.1 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
 - 40.1.2 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.
- 40.2 The Supplier shall not during the Framework Period:
 - 40.2.1 commit a Prohibited Act; and/or
 - 40.2.2 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.
- 40.3 The Supplier shall during the Framework Period:
 - 40.3.1 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;
- 40.3.2 keep appropriate records of its compliance with its obligations under Clause 40.3.1 and make such records available to the Authority on request;
 - 40.3.3 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 40.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and
 - 40.3.4 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.
- 40.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 40.1, or has reason to believe that it has or any of the Supplier Personnel has:
- 40.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 40.4.2 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
 - 40.4.3 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.
- 40.5 If the Supplier makes a notification to the Authority pursuant to Clause 40.4, 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 18 (Records, Audit Access and Open Book Data).
- 40.6 If the Supplier breaches Clause 40.1, the Authority may by notice:
- 40.6.1 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
 - 40.6.2 immediately terminate this Framework Agreement for material Default.
- 40.7 Any notice served by the Authority under Clause 40.6 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).

41. CONFLICTS OF INTEREST

- 41.1 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 Authorities under the provisions of this Framework Agreement or any Call Off Agreement.
- 41.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Authority if such conflict referred to in Clause 41.1 arises or may reasonably be foreseen as arising.
- 41.3 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 38 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

42. SEVERANCE

- 42.1 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.
- 42.2 In the event that any deemed deletion under Clause 42.1 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.
- 42.3 If the Parties are unable to resolve any Dispute arising under this Clause 39 within twenty (20) Working Days of the date of the notice given pursuant to Clause 42.2, 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 42.

43. FURTHER ASSURANCES

- 43.1 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.

44. ENTIRE AGREEMENT

- 44.1 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.

44.2 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.

44.3 Nothing in this Clause 44 shall exclude any liability in respect of misrepresentations made fraudulently.

45. **THIRD PARTY RIGHTS**

45.1 The provisions of:

45.1.1 Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties), 16 (Call Off Performance Under Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 27.5 (Protection of Personal Data), 31 (Insurance), 36.2 (Equality and Diversity) and 45 (Third Party Rights); and

45.1.2 Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call Off Procedure), 13 (Guarantee), 14 (Insurance Requirements) and 19 (Tender),

(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.

45.2 Subject to Clause 45.1, 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.

45.3 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.

45.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 45.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

45.5 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.

46. **NOTICES**

46.1 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 46, an e-mail is accepted as being "in writing".

46.2 Subject to Clause 46.3, 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 delivery	Proof of Service
Email (Subject to Clause 46.3)	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
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

46.3 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 46.2:

46.3.1 any Termination Notice under Clause 33 (Authority Termination Rights), including in respect of partial termination;

46.3.2 any notice in respect of:

- (a) Suspension of Supplier's appointment (Clause 34)
- (b) Waiver (Clause 38);
- (c) Default or Authority Cause; and

46.3.3 any Dispute Notice.

46.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 46.3 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 46.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

46.5 This Clause 46 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 18 (Dispute Resolution Procedure)).

46.6 For the purposes of this Clause 46, the address of each Party shall be:

46.6.1 For the Authority:

Crown Commercial Service

9th Floor
The Capital
Old Hall Street
Liverpool
L3 9PP

For the attention of: Crown Commercial Service

46.6.2 For the Supplier:

Berendsen UK Ltd

Address: 74 Crankhall Lane Wednesbury West Midlands WS10 0EQ

For the attention of: Sharon Gilsenan

46.7 Either Party may change its address for service by serving a notice in accordance with this Clause 46.

46.8 This Clause 46 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)

47. COMPLAINTS HANDLING

47.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Authorities, 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.

47.2 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.

47.3 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.

48. DISPUTE RESOLUTION

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

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

49. GOVERNING LAW AND JURISDICTION

49.1 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.

- 49.2 Subject to Clause 48 (Dispute Resolution) and Framework Schedule 18 (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.

Signed duly authorised for and on behalf of the SUPPLIER

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date [REDACTED]

Signed for and on behalf of the AUTHORITY

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date [REDACTED]

FRAMEWORK SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its Recitals the following expressions shall have the following meanings:

Additional Services	means the Services which are optional and may be required by a Contracting Authority to supplement Core Services, as set out in the Specification (in Framework Schedule 2);
"Admin Fees"	means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority at the following link: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"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 Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause 18 (Records, Audit Access and Open Book Data);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means the Authority, and/or Other Contracting Authority 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"	means THE MINISTER FOR THE CABINET OFFICE ("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;
"Authority Cause"	means any breach of the obligations of the Authority (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 Authority in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Authority is liable to the Supplier;
"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;
"Authority Representative"	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;

"Authority's 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 and/or Other Contracting Authorities, 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;
"Branding Guidance"	means the Authority's guidance in relation to the use of branding available at http://gcloud.civilservice.gov.uk/files/2012/10/supplier-guides-April-2012.pdf
"Call Off Agreement"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
["Call Off Guarantee"	means a deed of guarantee in favour of a Contracting Authority in the form set out in Framework Schedule 13 (Guarantee) and granted pursuant to Clause 3 of the Template Call Off terms;]
["Call Off Guarantor"	means the person acceptable to a Contracting Authority to give a Call Off Guarantee;]
"Call Off Procedure"	means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
"CEDR"	means the Centre for Effective Dispute Resolution;
"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 Services and performance of the Template Call Off Terms 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 Charges shall be

	calculated in a manner which is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	means the Supplier's Confidential Information listed in Framework Schedule 17 (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 Services to another customer of the Supplier that are the same or similar to the Services;
"Complaint"	means any formal written complaint raised by a Contracting Authority in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause 47 (Complaints Handling);
"Confidential Information"	means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
"Continuous Improvement Plan"	means a plan for improving the provision of the and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
"Contracting Authorities"	means bodies listed in paragraph [VI.3] of the OJEU Notice and "Contracting Authority" shall be construed accordingly; [Guidance Note: CCS to confirm prior to publication]
"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;
Correction Plan	shall have the meaning given to it in paragraph 3.4.2 of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

- a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:
 - i) base salary paid to the Supplier Personnel;
 - ii) employer's national insurance contributions;
 - iii) pension contributions;
 - iv) car allowances;
 - v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Contracting Authorities under any Call Off Agreements;
 - b) costs incurred in respect of those Supplier Assets which are detailed on the Registers ("Supplier Assets" and "Register" shall have the meaning given to them under Call Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authorities or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
 - c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;
- but excluding:
- i) Overhead;
 - ii) financing or similar costs;
 - iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Agreements whether in relation to Supplier Assets or otherwise;
 - iv) taxation;
 - v) fines and penalties;

	vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	means any department, office or executive agency of the Crown;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Data Controller"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Processor"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Protection Legislation"	means the Data Protection Act 1998, as amended from time to time 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;
"Data Subject"	has the meaning given to it in the Data Protection Act 1998, 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;
"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;
"Default Management Charge"	has the meaning given to it in paragraph 6.2 of Framework Schedule 9 (Management Information);
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call Off Agreements for Services set out in Part A of Framework Schedule 6 (Award Criteria);
"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 Services, failure to agree in accordance with the procedure for variations in Clause 16.1(Variation Procedure) or any matter where this

	Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"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 18 (Dispute Resolution);
"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;
"DPA"	means the Data Protection Act 1998 as amended from time to time;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Framework Commencement 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 Services"	means services which the Supplier can supply which are the same or similar to the Services;
"Estimated Year 1 Management Charge"	means the sum of £63,000 pounds estimated by the Authority to be payable to it by the Supplier as the total aggregate Management Charge from the Framework Commencement Date until the end of the first Contract Year;
"Extension Framework Period"	means such period or periods up to a maximum of two years in total as may be specified by the Authority pursuant to Clause 10.3 (Framework Period);
"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;
"Framework"	means the framework arrangements established by the Authority for the provision of the Services to Contracting Authorities by suppliers (including the Supplier) pursuant to the OJEU Notice;
"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 19/11/2015
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedules"	means the schedules to this Framework Agreement;
"Framework Suppliers"	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"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 Award Criteria"	means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) 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;

" Services Requirements"

means the requirements of the Authority or any other Contracting Authority (as appropriate) for the Services from time to time;

"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;

"Holding Company"

has the meaning given to it in section 1159 of the Companies Act 2006;

"Improvement Plan"

means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Services pursuant to Clause 32.1.1 (Authority Remedies);

"Improvement Notice"

means the notice issued by the Authority to the Supplier pursuant to Clause 32.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Services;

"Information"

has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;

"Initial Framework Period"

means the period from the Framework Commencement Date until its second anniversary;

"Insolvency Event"

means, in respect of the Supplier or Framework 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, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Supplier or Framework 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 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 C to this Framework Agreement;
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"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 Services;
"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 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 Part B of Framework Schedule 2 (Services and Key Performance Indicators);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the 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;
Laundered Items	means any Linen Article which are either owned by the Contracting Authority and provided to the Supplier, or owned by the Supplier; and which has been laundered by the Supplier in accordance with the provisions of this Framework;
Laundry Cost Index	means the cost index which is published by the Textile Services Association at http://www.tsa-uk.org/tsa-publications-resources/costing-index/
"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 Services"	means services similar to the New G Services and/or services which interface with or are intended to interface with or be replaced by the New Services;
Linen Article(s)	means any goods or items of linen, including items of patients' clothing, staff uniform and drapes specified in the Services Requirements
Linen Hire Article	means any goods or items of linen, including items of patients' clothing, staff uniform and drapes specified in the Services Requirements which the Customer hires from the Supplier;
"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;
"Lot"	means any of the two lots specified in Framework Schedule 2 (Services and Key Performance Indicators) and "Lots" shall be construed accordingly;

"Management Charge"	means the sum payable by the Supplier to the Authority being an amount equal to 0.5 per cent (0.5%)] of all Charges for the Services invoiced to the Contracting Authorities by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Agreements entered pursuant to this Framework Agreement;
"Management Information" or "MI"	means the management information specified in Framework Schedule 9 (Management Information);
"MI Default"	has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
"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 9 (Management Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority;
"Ministry of Justice Code"	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time;
"MISO"	means 'Management Information System Online'. An online portal located at https://miso.buyingsolutions.gov.uk provided by the Authority for collection and receipt of Management Information;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"New Services"	means services which a Contracting Authority wishes to procure from a third party which are the same or similar to the Services;
"Nil Return"	has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
"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 which is

found on or after 1 April 2013 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) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;

"OJEU Notice"

has the meaning given to it in Recital A to this Framework Agreement;

"Open Book Data"

means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Period and term of any Call Off Agreements, including details and all assumptions relating to:

- a) the Supplier's Costs broken down against each Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services;
- b) operating expenditure relating to the provision of the Services including an analysis showing:
 - i) the unit costs and quantity of the Services and any other consumables and bought-in services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

	e) the Supplier Profit achieved over the Framework Period and term of any Call Off Agreements and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period under any Call Off Agreements;
"Order"	means an order for the provision of the Services placed by a Contracting Authority with the Supplier under a Call Off Agreement;
"Other Contracting Authorities"	means all Contracting Authorities except the Authority and "Other Contracting Authority " shall be construed accordingly;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Party"	means the Authority or the Supplier and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
"Processing"	has the meaning given to it in 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 Authority 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;

	b) or c) 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;
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
"Relevant Person"	means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Authority 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 Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Supplier"	means a third party bidding to provide New Services;
"Replacement Services"	means any services which are substantially similar to any of the Services and which are received in substitution for the Services following the expiry or termination of this Framework Agreement;
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time;
"Reporting Date"	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
"Requests for Information"	means a request for information relating to this Framework Agreement or the provision of the 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 27.5.3 (Protection of Personal Data);
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause 18 (Records, Audit Access and Open Book Data);
"Service Period"	has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call Off Terms) as

	refined by a Contracting Authority in a Call Off Agreement between that Contracting Authority and the Supplier;
"Services"	means the services described in Framework Schedule 2 (Services and Key Performance Indicators) which the Supplier shall make available to Contracting Authorities;
"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 (Services and Key Performance Indicators); c) any standards detailed by the Contracting Authority in the Call Off Agreement following a Further Competition Procedure 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"	means a statement issued by the Authority or any Other Contracting Authority detailing its 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 Services (or any part thereof) or to provide facilities or services necessary for the provision of the (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof;
"Sub-Contractor"	means the third party from the list of sub-contractors in Framework Schedule 7 (Key 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"	means the person, firm or company stated in the preamble 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 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 Profit"	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call Off Schedule 1 (Definitions)) and total Costs (in nominal cash flow terms) in respect of any Call Off Agreements for the relevant period;
"Supplier Profit Margin"	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Agreements and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier from time to time in relation 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;
Sustainability Action Plan	means the Suppliers Action Plan in response to the requirements of Framework Schedule 21 (Sustainability Action Plan)
"Template Call Off Terms"	means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Template Order Form"	means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Tender"	means the tender submitted by the Supplier to the Authority on a copy of which is set out in Framework Schedule 21 (Tender);
"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 Agreement on a specified date and setting out the grounds for termination;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended

	or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive;
Unlaundered Items	means any Linen Article which are either owned by the Contracting Authority or owned by the Supplier; and the Customer requires laundering by the Supplier in accordance with the provisions of this Framework;
"Variation"	has the meaning given to it in Clause 19.1.1 (Variation Procedure);
"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 19 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause 19.1 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A –SERVICES

1. GENERAL

- 1.1 The purpose of this Part A of Framework Schedule 2 (Services and Key Performance Indicators) is to set out the intended scope of the Services that the Supplier will be required to make available to all Contracting Authorities under this Framework Agreement and to provide a description of what the Services entail together with any specific Standards applicable to the Services.
- 1.2 The Services and any Standards set out in paragraph 3 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Authority during a Further Competition Procedure to reflect its Services Requirements for entering a particular Call Off Contract.

2. SPECIFICATION

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A: SERVICES

SPECIFICATION

1. INTRODUCTION

- 1.1. Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Laundry and Linen Services (“the Services”) for an initial period of two (2) years with the option to extend for a further two (2) twelve (12) months periods i.e. two years.
- 1.2. The purpose of this specification is to set out the scope of the Services that the Supplier will be required to make available to all Contracting Authorities under the lotting structure of this Framework Agreement and to provide a description of what the Services entail together with the specific standards applicable to the Services.
- 1.3. The Framework Agreement will comprise of 2 Lots as detailed in paragraph 2 – Description of Lots.
- 1.4. The information published in section VI.3 of the OJEU contract notice provides a list of the UK Central Government Departments, their Agencies and Arm's Length Bodies and all other Contracting Authorities whom may be eligible to access this Laundry and Linen Services Framework Agreement.
- 1.5. This Framework Agreement will be managed centrally by the Authority and the Call-Off Agreements will be managed by the Contracting Authorities.
- 1.6. The Authority placed a Prior Information Notice 2014/S 169-300536 on 04/09/2014 (the PIN notice) in the Official Journal of the European Union (OJEU).

1.7. The Procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under Regulation 27 of the Public Contracts Regulations 2015 (the "Regulations").

2. DESCRIPTION OF LOTS

2.1. This Framework Agreement consists of the following 2 Lots:

Description of the Lots

Lot 1: Processing (collection, wash, finish and return) of linen items / linen hire items

The Suppliers of Lot 1 shall provide the processing (wash and finish) and transportation (collection and return) of linen items and any Additional Services (if required) to Contracting Authorities.

Lot 1 includes:

- a) The Mandatory Services – processing (wash and finish) and transportation (collection and return) of linen items which are:
 - i) owned by the Contracting Authority; and / or
 - ii) hired by the Contracting Authority from the Supplier.
- b) the provision of Additional Services which are detailed in paragraph 7.1 of this Specification.

Where services are to be provided to healthcare and Social Care establishments Suppliers shall comply with the Department of Health's policy and guidance Choice Framework for local Policy and Procedures (CFPP 01-04 Decontamination of linen for health and Social Care)

Lot 2: Processing (collection, wash, finish and return) of re-useable CE marked barrier theatre textiles (gowns, drapes, clean air suits), and clean room garments

The Suppliers of Lot 2 shall provide the processing (wash and finish) and transportation (collection and return) of the Services for CE marked¹ barrier theatre textiles (gowns, drapes and clean air suits) and clean room garments, and Additional Services (if required) to Contracting Authorities.

Lot 2 includes:

- a) the Mandatory Services - processing (wash and finish) and transportation (collection and return) of CE marked barrier theatre textiles (gowns, drapes and clean air suits) and clean room garments which are:

¹ Details of CE Marking can be found on the following website: http://ec.europa.eu/enterprise/policies/single-market-goods/cemarking/index_en.htm

- i) owned by the Contracting Authority; and / or
- ii) hired by the Contracting Authority from the Supplier.
- b) the provision of Additional Services which are detailed in paragraph 7.1 of this Specification.

All Suppliers must comply with the specific accreditations and performance criteria laid down in the European Standard EN13795; and the requirements of the European directive for the disinfection / decontamination of Medical Devices Directive 93/42/EEC (including the requirement to CE mark)

2.2. The Mandatory Services pricing structure for Lot 1, and Lot 2 in this Procurement shall comprise of the following elements:

- i) the pricing for processing (wash and finish) or dry cleaning, and where appropriate, the hire of the linen items / garments, as specified by the Contracting Authority at Call Off; and
- ii) pricing for transportation (collection and return) of linen items to and from designated collection and return points which shall be fixed at Call Off in accordance with the Call Off procedure which is defined in Schedule 5 of the Framework Agreement.

2.3. Additional Services pricing (where applicable) for either Lot shall be chargeable in addition to Mandatory Services pricing. Additional Services pricing will be determined at the Call Off stage in accordance with the Call Off procedure as set out in Schedule 5 of the Framework Agreement.

2.4. All pricing contained in Schedule 3 of the Framework Agreement shall be used within the Call Off procedure as the maximum chargeable by the Supplier. Maximum prices cannot be exceeded throughout the life of the Framework Agreement, but can be decreased in accordance with the Call Off procedure as set out in Schedule 5 of the Framework Agreement.

2.5. Collection and Delivery

Unless otherwise specified by the Contracting Authority at the Call Off stage, transportation (collection and return) shall not be subject to minimum quantities.

3. MANDATORY REQUIREMENTS – LOT 1 and LOT 2

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety in order to meet the service delivery requirements of the Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirement, and in particular, the need for full compliance to commence from the implementation of the Call-Off Contracts with the Contracting Authorities.

- a) Management Information and Data Reporting Mandatory Requirements – The Supplier shall have the capability to provide all of the Management Information and Data Reporting requirements as prescribed in Framework Agreement Schedule 9. Please refer to paragraph 3.1.
- b) Orders, Payments and Invoicing Mandatory Requirements – The Supplier shall provide an Orders, Payments and Invoicing system which fully supports all the requirements of the Framework Agreement and the needs of the Contracting Authorities . Please refer to paragraph 3.2.
- c) Account Management Mandatory Requirements – The Supplier shall provide an account management service which fully supports all the requirements of this Framework Agreement and the needs of the Contracting Authorities. Please refer to paragraph 3.3.
- d) Complaints Procedure Mandatory Requirements – The Supplier shall provide a complaints procedure which fully supports all the requirements of this Framework Agreement and the needs of the Contracting Authorities. Please refer to paragraph 3.4.
- e) Sustainability and Environmental Impact Mandatory Requirements – The supplier shall be able to fully comply with all aspects of the sustainability requirements as prescribed in Framework Agreement Schedule 21. Please refer to paragraph 3.5.
- f) Government Buying Standards Mandatory Requirements - The supplier shall be able to fully comply with all aspects of the requirements of the Government Buying Standards. Please refer to paragraph 3.6.
- g) Business Continuity and Crisis Management Mandatory Requirements – The supplier shall have robust Business Continuity and Crisis Management plans to ensure continuity of service. Please refer to paragraph 3.7.
- h) Transition and Exit Mandatory Requirements – The supplier shall comply with all aspects of the transition and exit requirements. Please refer to paragraph 3.8.

3.1. MANAGEMENT INFORMATION and DATA REPORTING – MANDATORY REQUIREMENTS

This paragraph, describes the mandatory Management Information and data reporting requirements that the Supplier is obligated to fulfil as part of the delivery of the Services. Suppliers should read this information in conjunction with Framework Agreement Schedule 9.

- 3.1.1. Management Information and data reporting shall be provided to the Authority and to the Contracting Authorities free of charge on a monthly basis in accordance with Framework Agreement Schedule 9.

3.2. ORDERS, PAYMENTS and INVOICING – MANDATORY REQUIREMENTS

This paragraph describes the ordering and invoicing requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Mandatory Services to Contracting Authorities. Suppliers should read this information in conjunction with the Call Off Contract Schedule 5 of the Framework Agreement.

- 3.2.1. The Supplier shall provide an ordering system which allows the Contracting Authority's authorised personnel to place orders via various means, including but not limited to, the following methods:
 - a) telephone;
 - b) fax;
 - c) post;
 - d) e-mail; and
 - e) online / web based order form (optional).
- 3.2.2. The Contracting Authority shall specify which payment option(s) it will require at the Call Off Contract stage. The Supplier's order processing and invoicing system shall have the ability to support payment options as directed by Contracting Authorities to include:
 - a) corporate payment cards;
 - b) billing to cost centre codes; and
 - c) consolidated invoice accounts, for example 7 or 30 days.
- 3.2.3. Where requested by the Contracting Authorities, the Supplier shall interface with the Contracting Authority's e-Commerce (Purchase2Pay) system.
- 3.2.4. Where the Contracting Authorities do not require a full e-Commerce (Purchase2Pay) system, the Supplier will provide an alternative solution as agreed at the Call Off Contract stage.
- 3.2.5. The Supplier shall provide invoice solutions to support the Contracting Authority's agreed payment options in accordance with Call Off Contract Schedule 5 Framework Agreement.

3.3. ACCOUNT MANAGEMENT – MANDATORY REQUIREMENTS

This paragraph describes the mandatory account management requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Services.

- 3.3.1. The Supplier shall provide the Authority with a named framework account manager, by email, within 5 working days of signing the Framework Agreement. The nominated contact shall have a minimum of two years relevant industry experience.
- 3.3.2. The framework account manager shall promote, deliver and communicate transparency of pricing, savings, commissions and/or rebates to the Authority and provide to the Authority a written recommendation report every quarter, outlining where and how the public sector can buy more effectively and make incremental savings. The framework account manager will also work with the Authority to promote this information and the framework to Contracting Authorities.
- 3.3.3. The Supplier shall provide the Contracting Authorities with a named account manager, with a minimum of two years' relevant industry experience, who will liaise with the framework account manager to ensure consistency of information. The level of account management provided by the Supplier shall be proportionate to the size and requirements of the Contracting Authority. This will be agreed at the Call Off Contract stage.
- 3.3.4. The account manager will hold monthly service management review meetings with the Contracting Authority with whom it has entered into a Call off Contract.

3.4. COMPLAINTS PROCEDURE – MANDATORY REQUIREMENTS

This paragraph describes the mandatory complaints procedure that the Supplier is obligated to fulfil as part of the delivery of the Services. Suppliers should read this information in conjunction with Framework Agreement Clause 46.

- 3.4.1. Complaints made by Contracting Authorities and/or the Authority should be acknowledged by the Supplier within 4 working hours of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint should be made by the Supplier to the Contracting Authorities and/or the Authority at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.
- 3.4.2. The Supplier shall provide comprehensive reports on all complaints to the Authority and to the relevant Contracting Authorities on a monthly basis or as requested by each of the Contracting Authorities. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint. The Contracting Authorities will define any additional requirement with the Supplier during implementation of an acceptable solution.

3.5. SUSTAINABILITY and ENVIRONMENTAL IMPACT - MANDATORY REQUIREMENTS

This paragraph describes the mandatory sustainability requirements that the Supplier is obligated to fulfil as part of the delivery of the Services. Suppliers should read this information in conjunction with Framework Agreement Schedule 21.

- 3.5.1. The Supplier shall, within three months of the Framework Commencement Date, provide evidence in a Supplier Sustainability Action Plan which indicates how it will reduce the environmental impacts across the lifecycle of textile product, in the provision of Services under this Procurement, to include the following:
 - a) An Asset Management Plan that addresses:
 - i) purchasing the appropriate quantity and quality of stock and assets;
 - ii) how linen is distributed – as needed or set number per year tracking method;
 - iii) standardisation of requirements;
 - iv) product redeployment – encompassing re-use, repair and re-issuing of used products when cost effective;
 - v) influencing user behaviour – to influence linen/garment care (wash temperature, line drying, detergent dosing etc.); and

- vi) end-of-life management –enabling cost-effective re-use and/or recycling at end-of-life and a commitment to avoid landfill.

b) A Resource Efficiency Plan that addresses:

- i) reducing energy and water consumption when washing, drying and finishing as detailed below in clauses 3.5.2 and 3.5.3;
- ii) re use and repair of Linen Articles;
- iii) reduction of packaging materials; and
- iv) the use of chemicals.

And when specifying products, in order to provide the Services under this Procurement, how the following will be included:

- i) specifying durable products;
- ii) specifying products for re-usability;
- iii) specifying used products;
- iv) reducing in use impacts;
- v) specifying lower impact fibres;
- vi) specifying recycled content; and
- vii) minimizing hazardous chemicals.

3.5.2. Water

The Supplier shall report quarterly to the Authority on water use associated with the delivery of the Services under this procurement and work with the Authority to agree water use reduction targets.

3.5.2.1 Initially, water use information will be provided on the basis of litres per item laundered (in line with industry standard measures of pieces per week).

3.5.2.2 The Supplier shall continue reporting quarterly on water use and comparison made to the baseline year and their voluntary target. If requested by the Authority, the Supplier shall provide additional data on whether water is reused / greywater is used.

3.5.3. Energy

The Supplier will report quarterly to the Authority on energy use associated with the delivery of the Services under this Procurement and work with the Authority to agree carbon reduction targets.

3.5.3.1 Initially, energy use information will be provided on the basis of tonnes CO₂e per item laundered.

- 3.5.3.2 Energy use is to be reported in tonnes CO₂ equivalent and data provided is to be in line with the principles set out in the DEFRA Environmental Reporting Guidelines: Including mandatory greenhouse gas reporting guidance, updated December 2014, which may be found here: <https://www.gov.uk/measuring-and-reporting-environmental-impacts-guidance-for-businesses>

3.6. GOVERNMENT BUYING STANDARDS - MANDATORY REQUIREMENTS

Government Buying Standards have been designed to help government departments and public sector organisations deliver sustainable procurement by providing minimum and best practice standards. The Government Buying Standards detailed below are relevant to this procurement as they provide the standard that Suppliers must adhere to when in the purchasing items of linen for hire by Contracting Authorities and for when purchasing cleaning items for the provision of the Services. The Government Buying Standards for textiles can be accessed online at:

<http://sd.defra.gov.uk/advice/public/buying/products/textiles/>

- 3.6.1. All central government departments and their related organisations are required to meet the mandatory Government Buying Standards when buying goods and services in the product groups covered on this site.
- 3.6.2. The Government Buying Standards on Textiles will be revised in 2015. It is acknowledged that systems of management mean that textiles sometimes end up unused or not fully-used and that around 90% of corporate wear ends up in landfill. The next revision of the Government Buying Standards will therefore predicated on putting in place good management systems, specifying durable products and reusing, where possible.
- 3.6.3. The draft proposed procurement hierarchy to minimise waste and costs currently reads:
- i) re-use of existing stock (e.g. redeployment between staff and buildings);
 - ii) repairing garments and linens (using an in-house or outsourced service);
 - iii) evaluating product purchase versus procuring a lease or managed service; and
 - iv) purchasing products from a framework or other contract, ensuring compliance with Government Buying Standards.
- 3.6.4. The proposed hierarchy of issues when specifying products, in descending order of environmental benefit currently reads:
- i) specifying durable products;
 - ii) specifying products for re-usability;
 - iii) specifying used products;
 - iv) reducing in use impacts;
 - v) specifying lower impact fibres;

vi) specifying recycled content; and

vii) minimizing hazardous chemicals.

3.6.5. The Supplier shall actively support the Government Buying Standards for textiles (existing and any new or emergent or updated standards) by improving compliance with relevant standards and working towards achieving best practice standards throughout the duration of the Framework Agreement and any Call Off Contracts.

3.6.6. The Supplier shall also actively support the Government Buying Standards for cleaning products (existing and any new or emergent or updated standards) throughout the duration of the Framework Agreement and any Call Off Contracts. The Government Buying Standards for cleaning products can be accessed online at:

<http://sd.defra.gov.uk/advice/public/buying/products/cleaning/>

3.7. BUSINESS CONTINUITY and CRISIS MANAGEMENT - MANDATORY REQUIREMENTS

This paragraph describes the mandatory Business Continuity and Crisis Management requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Services. Suppliers should read this information in conjunction with Call Off Contract Clause 15, and Call Off Contract Schedule 9.

3.7.1. The Supplier shall have a robust business continuity plan in place to maintain the delivery of Services and shall share the plan with the Authority and Contracting Authorities.

3.7.2. The Supplier shall maintain its readiness for Business Continuity and Disaster Recovery in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated standards (Framework Agreement Paragraph 12.2) throughout the lifetime of the Framework Agreement and any Call Off Contracts.

3.8. TRANSITION and EXIT – MANDATORY REQUIREMENTS

This paragraph describes the mandatory transition and exit requirements that the Supplier is obligated to fulfil as part of the delivery of the Services, in accordance with Call Off Schedule 10 – Exit Management.

3.8.1. Within three months of commencement of a Call Off contract the supplier will provide to the Contracting Authority an Exit Plan. In undertaking the exit strategy the Supplier shall take all measures to ensure that a smooth transition is effected for all Contracting Authorities across to any new Supplier, and that the Supplier shall work collaboratively with any new Supplier appointed.

4. GOVERNMENT POLICY- MANDATORY REQUIREMENTS

Suppliers shall work with the Authority to actively support current and emerging UK government initiatives throughout the duration of this Framework Agreement and any Call Off Contracts. The policies include, but are not limited to:

4.1. Laundry Services for Health and Social Care Organisations

- 4.1.1. The health care aspect of the laundry and linen industry is now heavily regulated to ensure compliance with guidance regarding cleanliness. Some Contracting Authorities are NHS trusts and must comply with the 'Health and Social Care Act 2008: Code of Practice on the prevention and control of infections and related guidance'². These Contracting Authorities may wish to assure themselves that the services that they commission under this Framework Agreement comply with regulatory requirements. This compliments the rights for patients under the NHS Constitution, which states that patients have a right to expect care to be provided in a '... clean and safe environment that is fit for purpose, based on national best practice'. This includes the range of support services such as the provision of a laundry and linen service that reduces the risk of cross-infection and enhances the patient experience.
- 4.1.2. The 'Health and Social Care Act 2008: Code of Practice on the Prevention and Control of Infections and Related Guidance' recommends that healthcare organisations comply with the Department of Health's policy and guidance Choice Framework for local Policy and Procedures (CFPP 01-04 Decontamination of linen for health and Social Care) establishing Essential Quality Requirements and demonstrate that a plan is in place for progression to Best Practice. Essential Quality Requirements (EQR) encompasses all existing statutory and regulatory requirements. EQRs incorporate requirements of the current Medical Devices Directive and Approved Codes of Practice as well as relevant applicable Standards. They will help to demonstrate that an acute provider operates safely with respect to its decontamination services. CFPP01-04 can be accessed online at:
<https://www.gov.uk/government/publications/decontamination-of-linen-for-health-and-social-care>
- 4.1.3. The purpose of CFPP is to provide a structure to enable local choices to be made regarding the management, use and decontamination of healthcare and

² A copy of the Act can be downloaded from <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>

social care linen. CFPP is designed to reflect the need to continuously improve outcomes in terms of:

- patient safety;
- clinical effectiveness; and
- patient experience.

4.1.4. Where the Services are being supplied to health and social care organisations (i.e. under Lot 1, and/or Lot 2 of this Framework Agreement), the Supplier shall comply with the requirements of the Department of Health's Choice Framework for local Policy and Procedures (CFPP 01-04 Decontamination of linen for health and Social Care). This publication provides guidance on the management, use and decontamination of healthcare and social care linen and consists of 4 parts:

- i) decontamination of linen for health and social care: management and provision;
- ii) decontamination of linen for health and social care: engineering, equipment and validation;
- iii) decontamination of linen for health and social care: social care; and
- iv) decontamination of linen for health and social care: guidance for linen processors implementing European standard BS EN 140653.

4.1.5. The Services and any Standards set out in this Specification may be refined (to the extent set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Authority during a Call Off Procedure to reflect its local CFPP 01-04 service requirements for a particular Call Off Agreement. A Contracting Authority shall be entitled to conduct site visits to a Supplier's facilities as part of the Further Competition Procedure.

4.1.6. If at any point the Department of Health's CFPP 01-04 policy and guidance is amended or replaced (whether by enhancement, another agreement or by alternative Government arrangements), the Supplier shall comply with the new arrangements once issued and in force.

4.2. Ecolabel Standard

The EU Ecolabel scheme is a commitment to environmental sustainability and is currently a voluntary scheme. If at any point this scheme is amended or replaced

³ A copy of BS EN 14065 can be obtained from the following webpage: <http://www.en-standard.eu/csn-en-14065-textiles-laundry-processed-textiles-biocontamination-control-system/>

(either by enhancement, another agreement or by alternative government arrangements) the Supplier shall comply with or support the alternative as specified.

4.3. Condemnation, Re-use and Recycling of Linen

- 4.3.1. Where linen hire items have been identified as being in need of repair, the Supplier shall examine the items and undertake repairs for as long as linen items remain fit for purpose in every respect, as defined in Appendices B, and C.
- 4.3.2. Where the Supplier identifies that the repair of a linen item is no longer economically viable and / or the linen item is beyond repair, the Supplier shall actively consider whether the linen item can be safely re-used.
- 4.3.3. Should the item be owned by the Contracting Authority, the Supplier will notify the appropriate person within that organisation.
- 4.3.4. Where a linen item is decommissioned and cannot be re-used, the Supplier shall actively seek to re-cycle the linen appropriately, to reduce waste and land fill.

5. LOT 1: MANDATORY REQUIREMENTS

This paragraph provides details of the Mandatory Services that Suppliers of Lot 1 shall be expected to fulfil in their entirety. It is important that Suppliers take time to fully understand this important part of the service delivery requirement.

- 5.1. The Supplier shall provide the Services for all the linen items listed on the “Core List – Lot 1” which is attached at Appendix A of this Specification.
- 5.2. Where the Services are being provided to a healthcare or social care establishment the Supplier's facilities must comply with the Department of Health's Choice Framework for local Policy and Procedures (CFPP 01-04 Decontamination of linen for health and Social Care) as detailed in paragraph 4.1.
- 5.3. At the Call Off stage, where the Contracting Authority specifies that it requires the processing (collection, wash, finish and return) and / or hire of linen items which are not on the “Core List – Lot 1” at Appendix A of this Specification, the Supplier shall provide prices for the processing and of transportation and or of the hire of such linen items to the Contracting Authority for those items, as specified.

5.4. Contracting Authority Linen

- a) where the Services are being supplied for linen owned by the Contracting Authority the Supplier shall return all clean, linen items to designated return point(s) specified by the Contracting Authority within 72 hours of collection from the designated collection point(s) (excluding weekends and Bank Holidays); and
- b) the Supplier shall provide an auditable tracing system to enable all linen items to be tracked through the linen processing cycle from collection to wash, finish and return.

At the Call Off stage, the Contracting Authority will specify:

- a) the required frequency (days) of collections from each designated collection point;
- b) the required frequency (days) of returns to each designated return point;
- c) the time range (e.g. between 9.00am and 10.00am) within which the collections and returns shall take place; and
- d) the processes for fault reporting, management of defective linen items and condemnation of linen items.

5.5. Supplier Linen (Hire)

Where the Services are supplied on a linen hire basis, the Contracting Authority may request that the Supplier shall supply all the linen items listed on the “Core List – Lot 1” at Appendix A of this Specification, and:

- a) supply all linen items in the range of sizes and quantities as requested during the Call Off Contract;
- b) supply linen items which are fit for purpose, visibly clean, not damaged or discoloured, as defined in Appendices B, C; and
- c) supply linen items which comply with any additional special requirements (e.g. including but not limited to styling, colour scheme of linen items) as specified by the Contracting Authority.

5.6. Contracting Authority Linen and Supplier Linen (Hire)

The Supplier shall in all cases, whether Contracting Authority Linen and or Supplier Linen (Hire)

- a) collect used/infected/soiled linen items from one or more designated collection points which will be specified by the Contracting Authority;
- b) wash used/infected/soiled linen items, (if the Contracting Authority is an NHS or social care establishment then this will be undertaken in line with the Department of Health’s Choice Framework for local Policy and Procedures (CFPP 01-04 Decontamination of linen for health and social care: Social Care as detailed in paragraph 4.1);
- c) finish washed linen items in accordance with the standards specified in Appendices B and C, ensuring that clean linen is thoroughly clean and fresh, free from infection, in good usable condition, in a good state of repair and in every respect fit for immediate use by the Contracting Authority; and
- d) return clean linen items to one or more separate designated return points as specified by the Contracting Authority.

5.6.1. The Supplier shall provide the Services five days a week (Monday through to Friday inclusive, excluding Bank Holidays), details of which will be confirmed at the Contracting Authority at Call Off stage.

5.6.2. The Supplier shall wrap / pack all linen items in bulk, in accordance with the requirements specified by the Contracting Authority at the Call Off stage.

5.6.3. The Supplier shall maintain adequate stock levels to ensure the requirements of the Contracting Authorities are met at all times.

5.6.4. Unless otherwise specified by the Contracting Authority, the Supplier shall provide and use rolling cages to return clean linen to the Contracting Authority. The rolling cages shall be covered with a clean washable or disposable cover which is sufficiently secure to prevent break-ins to avoid recontamination before the clean linen is returned to the Contracting Authority.

5.7. Emergency supplies (major incident) (for hired linen items and total linen management service only)

5.7.1. The Supplier shall store and maintain stock levels of clean linen items (linen hire or total linen management services only), as specified by the Contracting Authority to cover sudden and / or unforeseen increases in demand.

5.7.2. Upon notification by the Contracting Authority, the Supplier shall agree the timeframe from when such emergency supplies shall be made available to the Contracting Authority and shall be accessible 24 hours a day, 7 days a week, 365 days per year (366 days in a leap year).

5.8. Additional Services

Within the scope of Lot 1, the Contracting Authority may request at the Call Off stage, none, one, some or all of the Additional Services listed in paragraph 7.1 of this Specification, to supplement the Mandatory Services provided in Lot 1.

6. LOT 2: MANDATORY SERVICE REQUIREMENTS

- 6.1. The Supplier shall provide the Services for all the CE marked items listed on the “Core List – Lot 2” which is attached at Appendix D of this Specification.
- 6.2. At the Call Off stage, where the Contracting Authority specifies that it requires the processing (collection, wash, finish and return) and / or hire of items which are not on the “Core List – Lot 2”, the Supplier shall provide prices and processing services to the Contracting Authority for those items, as specified.

6.3. Contracting Authority Linen

Where a processing (collection, wash, finish and return) service is provided for Contracting Authority owned linen items, the Supplier shall:

- a) process all the items listed on the “Core List – Lot 2” which is attached at Appendix D of this Specification; and
- b) process items which are to be sterilised, when required, in accordance with the guidance set out in the Department of Health’s CFPP 01-01, as detailed in paragraph 6.5 d.

6.4. The Supplier shall:

- a) collect used/infected/soiled items from one or more designated collection points which will be specified by the Contracting Authority;;
- b) conduct all processing, decontamination, preparation, washing, finishing, packing and sterilisation in dedicated laundry facilities which comply with controlled conditions as specified in EN ISO 13485:2003. This document can be accessed online at:
<http://www.en-standard.eu/din-en-iso-13485-medical-devices-quality-management-systems-requirements-for-regulatory-purposes-iso-13485-2003-cor-1-2009-includes-corrigendum-2012/>
- c) ensure that clean CE marked items are thoroughly clean and fresh, free from infection, in good usable condition, in a good state of repair and in every respect fit for immediate use by the Contracting Authority
- d) comply with EN ISO 13485:2003 (as detailed in paragraph 6.4 b above) in returning clean items to one or more separate designated return points which will be specified by the Contracting Authority

- e) inspect the drapes and gowns prior to issuing to the Contracting Authority in a clean room certified and validated to BS EN ISO 14644⁴ Clean Rooms and Associated Controlled Environments Class 8.

6.5. The Supplier shall:

- a) supply items which comply with the specific accreditations and performance criteria laid down in EN 13795 This document can be accessed online at:
<http://www.en-standard.eu/csn-en-13795-a1-surgical-drapes-gowns-and-clean-air-suits-used-as-medical-devices-for-patients-clinical-staff-and-equipment-general-requirements-for-manufacturers-processors-and-products-test-methods-performance-requirements-and-performance-levels/>
- b) supply CE marked items which comply with the European directive for the disinfection / decontamination of Medical Devices Directive 93/42/EEC (including the requirement to CE mark). This document can be accessed online at:
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31993L0042:EN:HTML>
- c) supply items which have been sterilised, when required, in accordance with the guidance set out in the Department of Health's CFPP 01-01 (Management and decontamination of surgical instruments used in acute care). This document can be accessed online at:
<https://www.gov.uk/government/publications/management-and-decontamination-of-surgical-instruments-used-in-acute-care>
- d) supply all items in the range of sizes and quantities specified by the Contracting Authority at the Call Off stage
- e) if requested by the Contracting Authority, ensure that each hired item has the following identifiers affixed:
 - i) location (i.e. site code)
 - ii) department code

⁴ Clean room ISO 14644 can be found at: <http://shop.bsigroup.com/en/Browse-by-Sector/Healthcare/Cleanrooms/BS-EN-ISO-14644-series/>

iii) size.

- f) supply linen items which are fit for purpose, visibly clean, not damaged or discoloured and are the right fabric composition for the intended purpose, as defined in Appendices B, and C.

6.6. The Supplier shall provide the Services five days a week (Monday through to Friday inclusive, excluding Bank Holidays).

6.7. At the Call Off stage, the Contracting Authority will specify

- a) the required frequency of collections from each designated collection point;
- b) the required frequency of returns to each designated return point;
- c) the time range (e.g. between 9.00am and 10.00am) within which the collections and returns must take place;
- d) any additional requirements or specifications for clean room garments, which will be dealt with as non-core items;
- e) any additional specific requirements or components for individual surgical operation packs which are not listed in Appendix D (Core List – Lot 2); and
- f) the processes for fault reporting and management of defective uniform garments and condemnation of linen items.

6.8. Clean Room Garments

6.8.1. Where clean room garments are supplied on a hire basis, the Supplier shall provide garments which comply with the following sizing requirements:

- a) garments to fit comfortably;
- b) metric sizes to BS5426:1993⁵; and
- c) unisex garments.

6.8.2. Where clean room garments are supplied on a hire basis, unless otherwise specified by the Contracting Authority, and in addition the requirements specified in paragraph 7.1 in this specification, the Supplier shall provide garments which comply with the following attributes

- a) tightly woven fabric;

⁵ A copy of BS 5426 can be obtained from: <http://shop.bsigroup.com/ProductDetail/?pid=000000000000295853>

- b) the fabric must be low linting;
- c) the durability of the fabric must be such that it can be decontaminated up to 100 times;
- d) the fabric must be comfortable to wear and crease resistant;
- e) the fabric must not be see-through;
- f) as few seams as possible;
- g) all raw edges must be sealed prior to sewing;
- h) fully enclosed seams on all raw material edges;
- i) the needle holes must be small and kept to a minimum;
- j) the garments to be sewn with matching continuous filament thread;
- k) non-removable wash resistant Contracting Authority logo;
- l) polyester zips on low-linting tape;
- m) minimum number of pockets (to be specified by the Contracting Authority);
- n) offset stud front fastening;
- o) stretch cuffs or studded;
- p) length (as specified by the Contracting Authority); and
- q) colour (as specified by the Contracting Authority).

6.9. Processing Records

- 6.9.1. In accordance with the Contracting Authority's instructions that will be specified at the Call Off stage, the Supplier shall create and maintain the following records, as specified by the Contracting Authority:
 - a) date of manufacture or purchased date or initial receipt date;
 - b) any personal, department or clean room identification number;
 - c) cleaning method used, including number of wash cycles, type of wash, disinfection and drying methods used;
 - d) number of sterilisation cycles;
 - e) length of time in use; and
 - f) details of repairs or alterations made to the original garment.
- 6.9.2. In accordance with the Contracting Authority's requirements which will be specified at the Call Off stage, the Supplier shall make the processing records for each individual CE marked item available to the Contracting Authority for inspection and / or audit.
- 6.9.3. Within the scope of Lot 2, the Contracting Authority may request at the Call Off stage, none, one, some or all of the Additional Services listed in paragraph

7.1 of this Specification, to supplement the Mandatory Services provided in Lot 2.

7. ADDITIONAL SERVICES

This paragraph describes the Additional Services under Lot 1, and Lot 2 that the Supplier may be asked to fulfil as part of the Services. Each will be confirmed at the Call Off stage in accordance with the Call Off procedure as set out in Framework Schedule 5.

7.1. The Contracting Authority may request at the Call Off stage, none, one, some or all of the Additional Services listed in paragraphs 7.1 a) to p) of this Specification, to supplement the Mandatory Services:

a) Saturday, Sunday and Bank Holiday services, where requested by the Contracting Authority, the Supplier shall provide processing (collection, wash, finish and return) services on the following additional days:

- i) Saturday; and / or
- ii) Sunday; and / or
- iii) Bank Holidays.

in accordance with the Contracting Authority's requirements which will be specified at the Call Off stage

b) Express turnaround service (for Contracting Authority owned linen items only), where requested by the Contracting Authority, the Supplier shall provide express processing (collection, wash, finish and return) turnaround services for Contracting Authority owned linen items. Under express turnaround services, the Supplier shall return all clean, linen items to designated return point(s) specified by the Contracting Authority within 48 hours of collection from the designated collection point(s). (This includes Saturdays, and / or Sundays, and / or Bank Holidays only where the Contracting Authority has elected to purchase this relevant Additional Service)

c) Top-up service on-site, where requested by the Contracting Authority, the Supplier shall monitor the stock levels of agreed linen items at specified locations on the Contracting Authority's premises (e.g. ward by ward, department by department) at a frequency specified by the Contracting Authority. The Supplier shall replenish the agreed linen items to the stock levels and frequency specified by the Contracting Authority. The Contracting Authority will specify the time range (e.g. between 9.00am and 10.00am) for the supply of the Additional Services

d) Management of on-site bulk linen storeroom(s), this service shall be available for:

- i) linen items owned by the Contracting Authority; and

- ii) linen items which are hired by the Contracting Authority from the Supplier.

Where requested by the Contracting Authority, the Supplier shall monitor the stock levels of agreed linen items stored within designated bulk linen storeroom(s) on the Contracting Authority's premises at a frequency specified by the Contracting Authority. The Supplier shall replenish the agreed linen items to the stock levels and frequency specified by the Contracting Authority. The Contracting Authority will specify the time range (e.g. between 9.00am and 10.00am) for the supply of the Additional Services

- e) Specific packing requirement off site or on site**, where requested by the Contracting Authority, the Supplier shall pack linen items to the individual requirements specified by the Contracting Authority. The Supplier shall either:

- i) provide a packing / wrapping service off-site (i.e. in the Supplier's own laundry facility / facilities) which complies with the individual requirements for individual ward / department level, as specified by the Contracting Authority at the Call Off stage; or
- ii) provide a packing / wrapping service on-site (i.e. on the Contracting Authority's own premises) which complies with the individual requirements for individual ward / department level, as specified by the Contracting Authority at the Call Off stage.

- f) Barcoding / Radio Frequency Identification (RFID)**, where requested by the Contracting Authority, the Supplier shall provide an auditable tracing system. The tracing system may be provided by either:

- i) barcoding each individual linen item; or
- ii) by a Radio Frequency Identification (RFID) system which involves a RFID tracking device being fixed into each linen item.

The Supplier shall fix the agreed identification to each specified linen item when it is new and before the linen item is used. In accordance with the Contracting Authority's instructions that will be specified at the Call Off stage, the Supplier shall keep a record of the cleaning method utilised and the number of processing cycles that each individual linen item has been subjected to and the Supplier shall retain all such records. Upon the Contracting Authority's request, the Supplier shall make the processing records for each individual linen item available to the Contracting Authority for inspection and / or audit.

- g) Finishing / presentation on hangers**, where requested by the Contracting Authority, the Supplier shall:

- i) conduct the appropriate finishing process of specified linen items on hangers; and / or
- ii) return specified linen items on hangers (wrapped or unwrapped), to designated return points, as specified by the Contracting Authority at the Call Off stage.

The Contracting Authority will specify the time range (e.g. between 9.00am and 10.00am) for the supply of the Additional Services

- h) Management of uniforms**, where requested by the Contracting Authority, the Supplier shall provide one, some, or all of the following services:
- i) ordering uniforms as required, in accordance with the requirements specified by the Contracting Authority;
 - ii) receiving delivery of new uniforms;
 - iii) notifying relevant members of staff that new uniform is ready for fitting;
 - iv) fitting uniform as required, in accordance with the requirements specified by the Contracting Authority; and
 - v) collection and disposal of uniforms, as required, in accordance with the requirements specified by the Contracting Authority.
- i) Scrub suit / theatre garment locker service, where requested by the Contracting Authority, the Supplier shall:**
- i) collect used/infected/soiled scrub suits / theatre garments from designated lockers / locker areas on a frequency and time range (e.g. between 9.00am and 10.00am) specified by the Contracting Authority;
 - ii) wash used/infected/soiled scrub suits / theatre garments;
 - iii) finish washed scrub suits / theatre garments in accordance with the standards specified in Appendices B and C, ensuring that clean scrub suits / clean garments are thoroughly clean and fresh, free from infection, in good usable condition, in a good state of repair and in every respect fit for immediate use by the Contracting Authority;
 - iv) return clean scrub suits / theatre garments to designated lockers / locker area on a frequency and time range (e.g. between 9.00am and 10.00am) specified by the Contracting Authority;
 - v) monitor stock levels of agreed scrub suits / theatre garments within designated on-site lockers / locker areas on a frequency and time range (e.g. between 9.00am and 10.00am) specified by the Contracting Authority; and
 - vi) replenish the agreed scrub suits / theatre garments to the stock levels, frequency and time range (e.g. between 9.00am and 10.00am) specified by the Contracting Authority
- j) Curtain hanging and removal**, where requested by the Contracting Authority, the Supplier shall provide a curtain hanging and removal service, as specified by the Contracting Authority. This service shall be available for:
- i) curtains which are owned by the Contracting Authority; and
 - ii) curtains which are hired by the Contracting Authority from the Supplier.

The Contracting Authority will specify the time range (e.g. between 9.00am and 10.00am) for the supply of the Additional Services

k) Total linen management service, shall comprise:

- i) Additional Services which are:
 - owned by the Contracting Authority; and / or
 - hired by the Contracting Authority from the Supplier.
- ii) any Additional Services specified by the Contracting Authority at the Call Off stage.
- iii) provision of Supplier staff who are directly assigned to distributing, storing and replenishing stock at designated areas (e.g. at ward / department level) on the Contracting Authority's premises as specified by the Contracting Authority at the Call Off stage.

In accordance with the Call Off procedures defined in Schedule 5 of the Framework Agreement, the Contracting Authority must invite all capable Suppliers to conduct a site survey to enable them to construct their proposal and price

l) Sewing room / repair and alteration, where requested by the Contracting Authority, the Supplier shall provide sewing room / repair and alteration services. In accordance with instructions specified by the Contracting Authority, the Supplier shall repair / alter and return linen items (including garments and uniforms) within timescales specified by the Contracting Authority. The Supplier shall ensure that all repairs and alterations are undertaken in such a way that they do not reduce the life span of the linen item, garment or uniform and:

- i) use materials that are of the same composition / colour as the linen item / garment;
- ii) do not affect or compromise the cleaning of the linen item / garment; and
- iii) will not cause discomfort to the user / wearer.

m) Logo affixing service, for Contracting Authority owned items only - The Supplier shall provide a service for the affixing of logos to linen items / garments which are owned by the Contracting Authority.

n) Dry cleaning service, for Contracting Authority owned items only – The Supplier shall provide a service for the dry cleaning of certain garments or linen items as requested by the Contracting Authority either as part of the planned laundry and linen service or as an additional ad-hoc call off.

o) On-site theatre top-up service, where requested by the Contracting Authority, the Supplier shall monitor stock levels of agreed theatre textiles (gowns, drapes, clean air suits) and clean room garments at specified locations on the Contracting Authority's premises (e.g. theatre by theatre, department by department) at a frequency specified by the Contracting Authority. The Supplier shall replenish the agreed barrier theatre textiles

(gowns, drapes, clean air suits) and clean room garments to the stock levels and frequency specified by the Contracting Authority. The Contracting Authority will also specify the time range (e.g. between 9.00am and 10.00am) within which the services shall take place.

- p) Colour Flash affixing service**, where requested by the Contracting Authority, the Supplier shall provide a service to provide and affix colour flashes to clean room garments as specified at the Call Off stage.

7.2. Additional Services pricing shall be chargeable by the Supplier and payable by the Contracting Authority in addition to Mandatory Services pricing. Additional Services pricing will be determined at the Call Off stage in accordance with the Call Off procedure as set out in Framework Schedule 5.

7.2.1. The Additional Services pricing model shall be based on:

- a) a percentage rate uplift (maximum percentage uplift) on the price submitted against each item listed on "Core List" for the relevant lot, for all of the additional services except those mentioned in b) and c) below (i.e. Sewing Room/repair and alterations service, logo affixing services, dry cleaning services, colour flash affixing service, and Total Linen Management).
- b) a price (in £) per item for:
 - i) sewing room / repair and alterations service;
 - ii) logo affixing services;
 - iii) dry cleaning of garments; and
 - iv) colour flash affixing service.
- c) The pricing structure that shall apply to the total linen management service shall comprise of the following four elements:
 - i) the relevant prices that apply for the processing (collection, wash, finish and return) of linen items as set out in the Mandatory Services Pricing;
 - ii) the relevant prices that apply to the provision of Additional Services;
 - iii) transportation costs as specified in paragraph 2.2 ii) of this Specification; and
 - iv) a price (in £) for the staffing element of service provision provided by the Supplier's Staff.

APPENDIX A

CORE LIST – LOT 1

Item Code	Category	Item
L1	Bedding	Large Blanket
L2	Bedding	Cot Blanket
L3	Bedding	Knee / Half Blanket
L4	Bedding	Thermal Covers - Lightweight
L5	Bedding	Thermal Covers - Heavyweight
L6	Bedding	Bed Sheet single
L7	Bedding	Bed Sheet high quality cotton
L8	Bedding	Bed Sheet Double
L9	Bedding	Bed Sheet Double high quality cotton
L10	Bedding	Cot Sheet
L11	Bedding	Pillowcases
L12	Bedding	Pillowcases high quality cotton
L13	Bedding	Canvasses stretcher
L14	Bedding	Draw Sheet
L15	Bedding	Counterpanes
L16	Bedding	Counterpanes - cot
L17	Bedding	Fitted Sheets Single
L18	Bedding	Fitted Sheets Double
L19	Bedding	Pillow
L20	Bedding	Duvet Single
L21	Bedding	Duvet Double
L22	Bedding	Covers Duvet single
L23	Bedding	Covers Duvet Double

L24	Bedding	Mattress Cover
Item Code	Category	Item
L25	Towels	Hand
L26	Towels	Bath
L27	Towels	Bath Sheet
L28	Towels	Baby
L29	Clothing	Dressing gowns - adult
L30	Clothing	Nightdresses - adult (various)
L31	Clothing	Nightshirts - adult
L32	Clothing	Pyjama jackets – adult
L33	Clothing	Pyjama trousers - adult
L34	Clothing	Patient Clothing - small items
L35	Clothing	Nappies
L36	Clothing	Wrap - baby
L37	Clothing	Dignity Giving Suit - top
L38	Clothing	Dignity Giving Suit – bottom
L39	Theatre Wear	Scrub suit trousers
L40	Theatre Wear	Scrub suit tops
L41	Theatre Wear	Surgeons gowns
L42	Theatre Wear	Dresses
L43	Uniforms	Nurses Dresses
L44	Uniforms	White Coat long sleeved
L45	Uniforms	White Coat short sleeved
L46	Uniforms	Dark Coat long sleeved
L47	Uniforms	Cooks/Chefs Jacket

Item Code	Category	Item
L48	Uniforms	Cooks/Chefs Trousers
L49	Uniforms	Skull Cap
L50	Uniforms	Apron
L51	Uniforms	Boiler Suit long sleeved
L52	Uniforms	Boiler Suit short sleeved
L53	Uniforms	Polo shirt
L54	Uniforms	Shirts
L55	Uniforms	Blouses
L56	Uniforms	Jumpers
L57	Uniforms	Tabard
L58	Uniforms	Trousers
L59	Uniforms	Tunic
L60	Uniforms	Porters Jacket
L61	Uniforms	Jackets
L62	Uniforms	Skirts
L63	Uniforms	Waistcoats
L64	Uniforms	Ties
L65	Uniforms	Bib & Brace
L66	Uniforms	Overalls
L67	Uniforms	Body Warmer
L68	Uniforms	Long Coat
L69	Uniforms	Tazer Suit
L70	Uniforms	Overcoat
L71	Uniforms	High Visibility Jacket
L72	Uniforms	Other

L73	Gowns	Patient
-----	-------	---------

Item Code	Category	Item
L74	Gowns	Bariatric
L75	Gowns	Operation - adult
L76	Gowns	X Ray-Blue
L77	Gowns	Children
L78	Gowns	Breast Screening
L79	Gowns	Modesty
L80	Gowns	Baby
L81	Gowns	Custody
L82	Other Items	Bath Mat
L83	Other Items	Dish Cloth
L84	Other Items	Dusters
L85	Other Items	Cloth - Oven
L86	Other Items	Gloves – Oven
L87	Other Items	Slings
L88	Other Items	Patient Slides
L89	Other Items	Bed Pads
L90	Curtains	Shower Curtain
L91	Curtains	Curtains Small size upto 1.5 x 2m
L92	Curtains	Curtains Medium size 2 x 2m
L93	Curtains	Curtains Large size 3 x 3m
L94	Mops	Mops - Kentucky
L95	Mops	Mops - Socket
L96	Mops	Mops - Microfibre

L97	Mops	Mops - Bonnet
L98	Table Linen	Table Linen 144x70
L99	Table Linen	Table Linen 90 x 90

Item Code	Category	Item
L100	Table Linen	Table Linen 108x70
L101	Table Linen	Table Linen 70x70
L102	Table Linen	Table Linen 54x54
L103	Table Linen	Table Linen 36 x 36
L104	Table Linen	Table Linen Round 110"
L105	Table Linen	Table Linen Napkins
L106	Table Linen	Cloths (waiter, glass, kitchen, oven)
L107	Bags	Plastic
L108	Bags	Polyester
L109	Bags	Alginate Stitched Bag - Red
L110	Bags	Water soluble bags (totally water soluble)
L111	Towels	Tea Towel
L112	Clothing	Tracksuit Top
L113	Clothing	Tracksuit Bottom

APPENDIX B

CONDITION OF LINEN

Unacceptable stain	Any stain which falls in the definition of a major stain and minor stains or any stain on Theatre Linen.
Repair	An alteration to an article which returns it to a serviceable condition.
Repair free	An article which may have been repaired but requires no further repair.
Hole	a hole in an article greater than 2 cm in diameter.

KEY FINISH DEFINITIONS

Standard of Finish	Definition
Condition of receipt	The actual state of an item on return from the Supplier to the Contracting Authority.
Staining	A noticeable variation in colour caused by residue soiling.
Major stain	A fresh stain that is clearly visible and greater than 2cm in diameter in any area of the article.
Minor stain	A stain of less intensity but still fairly visible to the naked eye and greater than 4cm in diameter.
Resistant Stain	A stain which is embedded on to the weave of the material and which has been washed through the normal wash process. Likely types of staining will be mildew, iron or rust, concrete or floor marking and medical products. Transfer these products to a specific rewash process. Products which are stained with a medical consumable will need to be discussed with the Authority.
Creasing	Material overlap. Definite fold line in an article, caused by a finishing process employing pressure (ironing or pressing).
Wrinkling	Defined as evidence of surface deformation. A wavy distortion or slight ridge in the smoothness of an article's surface.
Dimensional distortion	The difference in size between the leading and trailing edges of ironed items. Any shrinkage of the article which makes the article ineffective or impractical for use.
Odour	Articles should not have any unpleasant residual odour.
Presentation	Edges should be folded together and squarely, with no overlap.
Dampness / Moisture retention	All products must feel dry to the touch. No more than the normal regain for the textile.
Feel	Articles which feel harsh, particularly towels, nappies etc. are not acceptable for use.

Stains relating to grease / oil / plastics	• A dry cleaning process is required to effect removal of such stains for the articles to be acceptable for use. "Acceptability" will be the decision of the Authorised Officer for the linen article concerned. These items must then be washed to assure thermal disinfection.
Measurements	• Defined in cms should be taken as approximate.
Validation	• TBC

APPENDIX C

STANDARD OF FINISH

Linen Item	Standard of Finish
Sheets and Counterpanes- Calender (Ironed) finish	Slight creasing allowed along any edges but must not exceed 15cm from the edge of the sheet. No creasing allowed in any other area. Holes are only permitted within 15cm from the edge but must not exceed 2cm in diameter. No major staining allowed, some minor staining allowed if deemed acceptable by the users.
Draw sheets- Calender finish	Slight creasing is allowed within 15cm of the hemmed edges. Slight creasing allowed towards both ends of the selvedge edges but no creasing allowed within the centre section of the selvedge. Holes or tears are permitted within 15cm from the hemmed edge but must not exceed 2cm in diameter or length. No major staining allowed, some minor staining allowed if deemed acceptable by the users.
Pillowcases- Calender finish	Creasing allowed around the opening end and the internal flaps. Slight creasing allowed near to seamed edges. No creasing allowed in any other area. No major staining allowed, some minor staining allowed if deemed acceptable by the users.
Blankets- Fully dried and folded	Wrinkling allowed in all areas of the article. No major staining allowed, some minor staining allowed if deemed acceptable by the users.
Towels- Fully dried and folded	Wrinkling allowed in all areas of the article. No major staining allowed, some minor staining allowed if deemed acceptable to the users.
Duvet covers- Fully dried and folded	Slight creasing is allowed near to the seamed edges and around the opening end of the duvet cover. No creasing allowed in any other area. No major staining allowed, some minor staining allowed if deemed acceptable to the users.
Scrub suits / Pyjamas Standard Tunnel Finish	Wrinkling allowed around the collar and along seams and wrinkling under the armpits and crotch area. Slight wrinkling around tapes. No major staining allowed, some minor staining allowed if deemed acceptable by the users.
Uniforms / white coats Standard Tunnel Finish	Wrinkling allowed particularly along seams. The Supplier shall be responsible for the replacement of buttons and other fastenings if damaged during the laundering process. No major staining allowed, some minor staining allowed if deemed acceptable by the user.

Trousers Standard Finish	Tunnel	As above. No major staining allowed, some minor staining allowed if deemed acceptable by the user.
Patients' gowns / nightwear		As above. No major staining allowed, some minor staining allowed if deemed acceptable by the users.
Standard Finish	Tunnel	
Curtains (unlined)- Calender finish		Major creasing unacceptable, some minor creasing allowed. No major staining allowed, some minor staining allowed if deemed acceptable by the users. . Only very light wrinkling allowed. Dimensional distortion should not exceed three inches and returned stacked in cages.

APPENDIX D

CORE LIST - LOT 2

Item Code	Category	Item
DG1	Drape	Extremity Drape (Impervious) With Fenestrated Insert
DG2	Drape	Extremity Pack (Impervious) With Fenestrated Insert
DG3	Drape	Fenestrated Drape 112 X 112 With 10cm Fenestration
DG4	Drape	Impervious Split Sheet 225 X 300 With 50 X 7.5 Split
DG5	Drape	Impervious Split Sheet 225 X 300 With 50 X 7.5 Split Adhesive
DG6	Drape	Reinforced Mayo Cover
DG7	Drape	Reinforced Under Buttocks Drape
DG8	Drape	Split Sheet 180 X 225 With 50 X 7.5 Split
DG9	Drape	Split Sheet 178 X 114 With 50 X 7.5 Split
DG10	Drape	Split Sheet 180 X 225 With 50 X 7.5 Split Adhesive
DG11	Drape	180 x 180 drape
DG12	Drape	150 x 150 drape
DG13	Drape	120 x 120 drape
DG14	Drape	90 x 90 drape
DG15	Drape	Trolley base
DG16	Drape	Huck towel
DG17	Drape	Leggings x 2
DG18	Drape	Minor Ops Drape
DG19	Packs	Low fluid pack (Taped) Minimum contents: 180 x 180 drape x 2 90 x 90 drape x 2

Item Code	Category	Item
DG20	Packs	General Pack (Taped) Minimum contents: Head Foot 150 x 180 absorbent drape x 2 Side drape absorbent x 2
DG21	Packs	Head Pack Minimum contents: 180 x 180 drape Tray Wrap 120 x 120 drape x 2
DG22	Packs	High fluid pack (Taped) Minimum contents: Head drape Side drape (90 x 110) x 2 Head Foot 150 x 180 absorbent drape
DG23	Packs	Minor Litho Pack Minimum contents: Underbuttock long Leggings x 2 90 x 90 drape
DG24	Packs	Perianal pack Minimum contents: Lithotomy drape, Leggings x 2, Underbuttock drape
DG25	Packs	Ortho Pack Minimum contents: 180 x 180 drape x 3 Absorbent U drape 90 x 90 drape x 2
DG26	Packs	ENT pack taped Minimum contents: Head Neck split drape Tray wrap 120 x 120 drape x 2
DG27	Gowns	Single Gown Pack (Standard Protection)
DG28	Gowns	Single Gown Pack (Reinforced)
DG29	Gowns	Single Gown Pack (Impervious)
DG30	Clean Room	Labcoat White
DG31	Clean Room	Labcoat Blue
DG32	Clean Room	Howie Labcoat
DG33	Clean Room	Doctor Coat

Item Code	Category	Item
DG34	Clean Room	Visitor Coat
DG35	Clean Room	Zip Coats
DG36	Clean Room	All-in-one suit
DG37	Clean Room	Coveralls
DG38	Clean Room	Zip Coverall
DG39	Clean Room	Hood
DG40	Clean Room	Overshoes
DG41	Clean Room	Sole Over Boots
DG42	Clean Room	Undergarment trousers
DG43	Clean Room	Undergarment Tunic
DG44	Clean Room	Garment Bag
DG45	Clean Room	Body warmer
DG46	Clean Room	Gown
DG47	Clean Room	Mop Hire



Formatted: Bullets and Numbering

PART B – KEY PERFORMANCE INDICATORS

3. GENERAL

- 3.1 The purpose of this Part B 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 Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause 19.1 (Variation Procedure).
- 3.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 3.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

Key Performance Indicator (KPI)	KPI Target	Measured by
1. FRAMEWORK MANAGEMENT		
1.1 MI returns: All MI returns to be returned to CCS by the 7 th Working Day of each month		Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's data warehouse (MISO) system)
1.2 All undisputed invoices to be paid within 30 calendar days of issue		Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's CODA system)
1.3 Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Agreement		Confirmation of receipt and time of receipt by the Authority
1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report		Confirmation by the Authority of completion of the actions by the dates

		identified in the Audit Report
2. OPERATIONAL EFFICIENCY/PRICE SAVINGS		
2.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation		Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
3. DEMAND MANAGEMENT SAVINGS		
3.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period continuous improvement and innovation		Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
4. CUSTOMER SATISFACTION		
4.1 Services to be provided under Call Off Agreements to the satisfaction of Contracting Authorities		Confirmation by the Authority of the Supplier's performance against customer satisfaction surveys
5. OTHER		
The Supplier to deliver against the Supplier Sustainability Action Plan as detailed in Schedule 21 to reduce the environmental impacts across the lifecycle of textile products.	Receipt of such evidence by the Authority.	100%

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE

1. DEFINITIONS

- 1.1 The following terms used in this Framework Schedule 3 shall have the following meanings:

"Indexation"	means the adjustment of an amount or sum in accordance with Paragraph 9 of this Framework Schedule 3;
"Indexation Adjustment Date"	has the meaning given to it in paragraph 9.1.1(a) of this Framework Schedule 3;

2. GENERAL PROVISIONS

- 2.1 The Framework Prices set out in Annex 3 to this Framework Schedule 3 are the maximum that the Supplier may charge pursuant to any Call Off Agreement.
- 2.2 The Supplier acknowledges and agrees that any prices submitted in relation to a further competition held in accordance with Framework Schedule 5 (Call Off Procedure) shall be equal to or lower than the Framework Prices.
- 2.3 The Supplier acknowledges and agrees that, subject to paragraph 6 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Framework Period.

3. PRICING MECHANISM FOR THE CALCULATION OF FRAMEWORK PRICES

- 3.1 Framework Prices shall be calculated using the pricing mechanism specified in Annex 1 to this Framework Schedule 3 and on the basis of the rates and prices specified in Annex 2 to this Framework Schedule 3, as more particularly set out in this Framework Schedule 3.
- 3.2 Table 1 of Annex 1 sets out which pricing mechanism shall be used to calculate each Framework Price, which shall be one or more of the following:
- 3.2.1 **"Time and Materials"**, in which case the provisions of Paragraph 3.3 shall apply;
 - 3.2.2 **"Fixed Price"** in which case the provisions of Paragraph 3.3 shall apply; or
 - 3.2.3 **"Volume Based"** pricing, in which case the provisions of Paragraph 0 shall apply.
- 3.3 Fixed Price Framework Prices
- 3.3.1 Where Table 1 of Annex 1 indicates that a Framework Price is to be calculated by reference to a Fixed Price pricing mechanism, the relevant Framework Price shall be the amount set out against that Framework Price in Table 2 of Annex 2.

- 3.3.2 The Framework Prices calculated by reference to a Fixed Price pricing mechanism in Table 2 of Annex 2 shall be subject to increase by way of Indexation.

4. COSTS AND EXPENSES

- 4.1 The Framework Prices shall include all costs and expenses relating to the Services provided to Contracting Authorities and/or the Supplier's performance of its obligations under any Call Off Agreements and no further amounts shall be payable by a Contracting Authority to the Supplier in respect of such performance, including in respect of matters such as:
- 4.1.1 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
 - 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Agreement.

5. NOT USED

6. ADJUSTMENT OF THE FRAMEWORK PRICES

- 6.1 The Framework Prices 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 Framework Prices in accordance with Clause 19.2 of this Framework Agreement (Legislative Change);
 - 6.1.2 where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);
 - 6.1.3 where all or part of the Framework Prices are reviewed and reduced in accordance with paragraph 7 of this Framework Schedule 3 (Supplier Periodic Assessment of Framework Prices);
 - 6.1.4 where Framework Prices or any component amounts or sums thereof are expressed in this Framework Schedule as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 9 of this Framework Schedule 3 (Indexation).]
- 6.2 Subject to paragraphs 6.1.1 to 6.1.3 of this Framework Schedule, the Framework Prices will remain fixed for the first two (2)] years. Contract Years.

7. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

- 7.1 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.

- 7.2 Such assessments by the Supplier under paragraph 7.1 shall be carried out on 1 October and 1 April 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 10.1.3 below.

8. NOT USED

9. INDEXATION

- 9.1 Where the Framework Prices or any component amounts or sums thereof are expressed in this Framework Schedule 3 as “subject to increase by way of Indexation” the following provisions shall apply:

9.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Framework Prices by way of Indexation (“Indexation Adjustment Date”) which shall be subject to paragraph 9.1.2;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Laundry Cost Index (“the LCI”) published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published LCI Index figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Authority and the Supplier shall agree otherwise;
- (d) if the LCI Index is no longer published, the Authority and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Framework Schedule 3.

- 9.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the second (2nd) anniversary of the Framework Commencement Date. Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Framework Period;

- 9.1.3 Except as set out in this Paragraph 9, neither the Framework Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Framework Agreement and any Call Off Agreements.

10. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

- 10.1 Variations in accordance with the provisions of this Framework Schedule 3 to all or part the Framework Prices (as the case may be) shall be made by the Authority to take effect:
- 10.1.1 in accordance with Clause 19.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.1 of this Framework Schedule;
 - 10.1.2 in accordance with paragraph 3.3.3 and 4.8 of Framework Schedule 12 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.2 of this Framework Schedule 3; [or]
 - 10.1.3 on [1 May] for assessments made on [1 April] and on [1 November] for assessments made on [1 October] where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.3 of this Framework Schedule 3 ; or
 - 10.1.4 [on the Indexation Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.4 of this Framework Schedule 3.

and the Parties shall amend the Framework Prices shown in Annex 3 to this Framework Schedule 3 to reflect such variations.

11. CHARGES UNDER CALL OFF AGREEMENTS

- 11.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraphs 2.1 and 2.2 of this Framework Schedule 3 and shall not affect the Charges payable by a Contracting Authority under a Call Off Agreement in force at the time a change to the Framework Prices is implemented.
- 11.2 Any variation to the Charges payable under a Call Off Agreement must be agreed between the Supplier and the relevant Contracting Authority and implemented in accordance with the provisions applicable to the Call Off Agreement.

ANNEX 1: PRICING MECHANISM

TABLE 1

Framework Price Number	Pricing Mechanism (T&M/ VOL/ FIX)
[e.g. SC3]	[T&M]
[e.g. SC2]	[FIX]
[e.g. SC3]	[VOL]

CORE LIST – LOT 1

Item Code	Category	Item	Pricing Mechanism
L1	Bedding	Large Blanket	VOL
L2	Bedding	Cot Blanket	VOL
L3	Bedding	Knee / Half Blanket	VOL
L4	Bedding	Thermal Covers - Lightweight	VOL
L5	Bedding	Thermal Covers - Heavyweight	VOL
L6	Bedding	Bed Sheet single	VOL
L7	Bedding	Bed Sheet high quality cotton	VOL
L8	Bedding	Bed Sheet Double	VOL
L9	Bedding	Bed Sheet Double high quality cotton	VOL
L10	Bedding	Cot Sheet	VOL
L11	Bedding	Pillowcases	VOL
L12	Bedding	Pillowcases high quality cotton	VOL
L13	Bedding	Canvasses stretcher	VOL
L14	Bedding	Draw Sheet	VOL
L15	Bedding	Counterpanes	VOL
L16	Bedding	Counterpanes - cot	VOL
L17	Bedding	Fitted Sheets Single	VOL
L18	Bedding	Fitted Sheets Double	VOL

L19	Bedding	Pillow	VOL
L20	Bedding	Duvet Single	VOL
L21	Bedding	Duvet Double	VOL
L22	Bedding	Covers Duvet single	VOL
L23	Bedding	Covers Duvet Double	VOL
L24	Bedding	Mattress Cover	VOL
Item Code	Category	Item	Pricing Mechanism
L25	Towels	Hand	VOL
L26	Towels	Bath	VOL
L27	Towels	Bath Sheet	VOL
L28	Towels	Baby	VOL
L29	Clothing	Dressing gowns - adult	VOL
L30	Clothing	Nightdresses - adult (various)	VOL
L31	Clothing	Nightshirts - adult	VOL
L32	Clothing	Pyjama jackets – adult	VOL
L33	Clothing	Pyjama trousers - adult	VOL
L34	Clothing	Patient Clothing - small items	VOL
L35	Clothing	Nappies	VOL
L36	Clothing	Wrap - baby	VOL
L37	Clothing	Dignity Giving Suit - top	VOL
L38	Clothing	Dignity Giving Suit – bottom	VOL
L39	Theatre Wear	Scrub suit trousers	VOL
L40	Theatre Wear	Scrub suit tops	VOL
L41	Theatre Wear	Surgeons gowns	VOL
L42	Theatre Wear	Dresses	VOL
L43	Uniforms	Nurses Dresses	VOL
L44	Uniforms	White Coat long sleeved	VOL
L45	Uniforms	White Coat short sleeved	VOL
L46	Uniforms	Dark Coat long sleeved	VOL
L47	Uniforms	Cooks/Chefs Jacket	VOL

Item Code	Category	Item	Pricing Mechanism
L48	Uniforms	Cooks/Chefs Trousers	VOL
L49	Uniforms	Skull Cap	VOL
L50	Uniforms	Apron	VOL
L51	Uniforms	Boiler Suit long sleeved	VOL
L52	Uniforms	Boiler Suit short sleeved	VOL
L53	Uniforms	Polo shirt	VOL
L54	Uniforms	Shirts	VOL
L55	Uniforms	Blouses	VOL
L56	Uniforms	Jumpers	VOL
L57	Uniforms	Tabard	VOL
L58	Uniforms	Trousers	VOL
L59	Uniforms	Tunic	VOL
L60	Uniforms	Porters Jacket	VOL
L61	Uniforms	Jackets	VOL
L62	Uniforms	Skirts	VOL
L63	Uniforms	Waistcoats	VOL
L64	Uniforms	Ties	VOL
L65	Uniforms	Bib & Brace	VOL
L66	Uniforms	Overalls	VOL
L67	Uniforms	Body Warmer	VOL
L68	Uniforms	Long Coat	VOL
L69	Uniforms	Tazer Suit	VOL
L70	Uniforms	Overcoat	VOL
L71	Uniforms	High Visibility Jacket	VOL
L72	Uniforms	Other	VOL
L73	Gowns	Patient	VOL

Item Code	Category	Item	Pricing Mechanism
L74	Gowns	Bariatric	VOL
L75	Gowns	Operation - adult	VOL
L76	Gowns	X Ray-Blue	VOL
L77	Gowns	Children	VOL
L78	Gowns	Breast Screening	VOL
L79	Gowns	Modesty	VOL
L80	Gowns	Baby	VOL
L81	Gowns	Custody	VOL
L82	Other Items	Bath Mat	VOL
L83	Other Items	Dish Cloth	VOL
L84	Other Items	Dusters	VOL
L85	Other Items	Cloth - Oven	VOL
L86	Other Items	Gloves – Oven	VOL
L87	Other Items	Slings	VOL
L88	Other Items	Patient Slides	VOL
L89	Other Items	Bed Pads	VOL
L90	Curtains	Shower Curtain	VOL
L91	Curtains	Curtains Small size upto 1.5 x 2m	VOL
L92	Curtains	Curtains Medium size 2 x 2m	VOL
L93	Curtains	Curtains Large size 3 x 3m	VOL
L94	Mops	Mops - Kentucky	VOL
L95	Mops	Mops - Socket	VOL
L96	Mops	Mops - Microfibre	VOL
L97	Mops	Mops - Bonnet	VOL
L98	Table Linen	Table Linen 144x70	VOL
L99	Table Linen	Table Linen 90 x 90	VOL

Item Code	Category	Item	Pricing Mechanism
L100	Table Linen	Table Linen 108x70	VOL
L101	Table Linen	Table Linen 70x70	VOL
L102	Table Linen	Table Linen 54x54	VOL
L103	Table Linen	Table Linen 36 x 36	VOL
L104	Table Linen	Table Linen Round 110"	VOL
L105	Table Linen	Table Linen Napkins	VOL
L106	Table Linen	Cloths (waiter, glass, kitchen, oven)	VOL
L107	Bags	Plastic	VOL
L108	Bags	Polyester	VOL
L109	Bags	Alginate Stitched Bag - Red	VOL
L110	Bags	Water soluble bags (totally water soluble)	VOL
L111	Towels	Tea Towel	VOL
L112	Clothing	Tracksuit Top	VOL
L113	Clothing	Tracksuit Bottom	VOL

CORE LIST - LOT 2

Item Code	Category	Item	Pricing Mechanism
DG1	Drape	Extremity Drape (Impervious) With Fenestrated Insert	VOL
DG2	Drape	Extremity Pack (Impervious) With Fenestrated Insert	VOL
DG3	Drape	Fenestrated Drape 112 X 112 With 10cm Fenestration	VOL
DG4	Drape	Impervious Split Sheet 225 X 300 With 50 X 7.5 Split	VOL
DG5	Drape	Impervious Split Sheet 225 X 300 With 50 X 7.5 Split Adhesive	VOL
DG6	Drape	Reinforced Mayo Cover	VOL
DG7	Drape	Reinforced Under Buttocks Drape	VOL
DG8	Drape	Split Sheet 180 X 225 With 50 X 7.5 Split	VOL

DG9	Drape	Split Sheet 178 X 114 With 50 X 7.5 Split	VOL	
DG10	Drape	Split Sheet 180 X 225 With 50 X 7.5 Split Adhesive	VOL	
DG11	Drape	180 x 180 drape	VOL	
DG12	Drape	150 x 150 drape	VOL	
DG13	Drape	120 x 120 drape	VOL	
DG14	Drape	90 x 90 drape	VOL	
DG15	Drape	Trolley base	VOL	
DG16	Drape	Huck towel	VOL	
DG17	Drape	Leggings x 2	VOL	
DG18	Drape	Minor Ops Drape	VOL	
DG19	Packs	Low fluid pack (Taped) Minimum contents: 180 x 180 drape x 2 90 x 90 drape x 2	VOL	

Item Code	Category	Item	Pricing Mechanism
DG20	Packs	General Pack (Taped) Minimum contents: Head Foot 150 x 180 absorbent drape x 2 Side drape absorbent x 2	VOL
DG21	Packs	Head Pack Minimum contents: 180 x 180 drape Tray Wrap 120 x 120 drape x 2	VOL
DG22	Packs	High fluid pack (Taped) Minimum contents: Head drape Side drape (90 x 110) x 2 Head Foot 150 x 180 absorbent drape	VOL
DG23	Packs	Minor Litho Pack Minimum contents: Underbuttock long Leggings x 2 90 x 90 drape	VOL
DG24	Packs	Perianal pack Minimum contents: Lithotomy drape, Leggings x 2, Underbuttock drape	VOL
DG25	Packs	Ortho Pack Minimum contents: 180 x 180 drape x 3 Absorbent U drape 90 x 90 drape x 2	VOL
DG26	Packs	ENT pack taped Minimum contents: Head Neck split drape Tray wrap 120 x 120 drape x 2	VOL
DG27	Gowns	Single Gown Pack (Standard Protection)	VOL
DG28	Gowns	Single Gown Pack (Reinforced)	VOL
DG29	Gowns	Single Gown Pack (Impervious)	VOL
DG30	Clean Room	Labcoat White	VOL
DG31	Clean Room	Labcoat Blue	VOL
DG32	Clean Room	Howie Labcoat	VOL

DG33	Clean Room	Doctor Coat	VOL
-------------	------------	-------------	-----

ANNEX 2: RATES AND PRICES

[REDACTED]

TABLE 2: FIXED PRICE FRAMEWORK PRICES

[Guidance Note: Prior to the commencement of the Framework Agreement, the Authority will populate this table with the relevant information from the Supplier's tendered prices in the Tender if a Fixed Price pricing mechanism has been used]

[REDACTED]

ANNEX 3: FRAMEWORK PRICES

[REDACTED]

**FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL
OFF TERMS**

ANNEX 1: TEMPLATE ORDER FORM

ANNEX 2: TEMPLATE CALL OFF TERMS

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE

- 1.1 If the Authority or any Other Contracting Authority decides to source the Services through this Framework Agreement then it will award its Services Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, "**Guidance**" shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.
- 1.2 If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Authority :
- 1.2.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Authority 's Services Requirements; and/or
 - 1.2.2 needs to amend or refine the Template Call Off Terms to reflect its Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;
- then the Contracting Authority shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

2. NOT USED

3. FURTHER COMPETITION PROCEDURE

Contracting Authority 's Obligations

- 3.1 Any Contracting Authority 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 Services and identify the Framework Suppliers capable of supplying the Services;
 - 3.1.2 amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - 3.1.3 invite tenders by conducting a Further Competition Procedure for its Services Requirements in accordance with the Regulations and Guidance and in particular:
 - (a) if an Electronic Reverse Auction (as defined in paragraph 4 below) is to be held, the ContractingAuthority shall notify the Framework Suppliers identified in accordance with paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in paragraph 4.3; or
 - (b) if an Electronic Reverse Auction is not used, the Contracting Authority shall:
- (i) 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; and
- (ii) 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 to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Services Requirements;
 - 3.1.5 on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with paragraph 7 which Call Off Agreement shall:
 - (a) state the Services Requirements;
 - (b) state the tender submitted by the successful Framework Supplier;
 - (c) state the charges payable for the Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
 - (d) incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Authority in accordance with paragraph 3.1.2 above) applicable to the Services,
 - 3.1.6 provide unsuccessful Framework 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 Authority following an invitation to tender pursuant to paragraph 3.1.3 above, provide the Contracting Authority with either:
- 3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant 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 tender, it should include, as a minimum:
 - (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Services Requirements.
 - (d) confirmation of discounts applicable to the Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).
 - 3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any

discount to which the Contracting Authority may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).

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 Authority for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Authority in accordance with the Call Off Procedure); and
- (b) 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 tender 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. E-AUCTIONS

- 4.1 The Contracting Authority shall be entitled to formulate its Statement of Requirements in accordance with paragraph 3 above and invite the Supplier to a Further Competition Procedure including a reverse auction in accordance with the rules laid down by the Contracting Authority and the Regulations.
- 4.2 The Supplier acknowledges that Contracting Authorities may wish to undertake an electronic reverse auction, where Framework Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**").
- 4.3 Before undertaking an Electronic Reverse Auction, the relevant Contracting Authority will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Contracting Authority will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
- 4.4 The Contracting Authority will inform the Framework Suppliers of the specification for the Electronic Reverse Auction which shall include:
 - 4.4.1 the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
 - 4.4.2 the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
 - 4.4.3 any limits on the values which may be submitted;
 - 4.4.4 a description of any information which will be made available to Framework Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;

- 4.4.5 the conditions under which Framework Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
- 4.4.6 relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
- 4.4.7 subject to paragraph 4.5, the date and time of the start of the Electronic Reverse Auction; and
- 4.4.8 details of when and how the Electronic Reverse Auction will close.
- 4.5 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
- 4.6 Throughout each phase of the Electronic Reverse Auction the Contracting Authority will communicate to all Framework Suppliers sufficient information to enable them to ascertain their relative ranking.
- 4.7 The Supplier acknowledges and agrees that:
 - 4.7.1 the Contracting Authority and its officers, servants, agents, group companies, assignees and customers (including the Authority) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
 - 4.7.2 its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
 - 4.7.3 it will comply with all such rules that may be imposed by the Contracting Authority in relation to the operation of the Electronic Reverse Auction.
- 4.8 The Contracting Authority will close the Electronic Reverse Auction on the basis of:
 - 4.8.1 a date and time fixed in advance;
 - 4.8.2 when no new prices or values meeting the minimum differences required pursuant to paragraph 4.4.5 have been received within the prescribed elapsed time period; or
 - 4.8.3 when all the phases have been completed.

5. NO AWARD

- 5.1 Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Contracting Authority shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Agreement.

6. RESPONSIBILITY FOR AWARDS

- 6.1 The Supplier acknowledges that each Contracting Authority 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:

- 6.1.1 the conduct of Other Contracting Authorities in relation to this Framework Agreement; or
- 6.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Authorities entered into pursuant to this Framework Agreement.

7. CALL OFF AWARD PROCEDURE

- 7.1 Subject to paragraphs 1 to 6 above, a Contracting Authority 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 by the Contracting Authority in accordance with paragraph 3.1.2 above) of the Template Order Form set out in Framework Schedule 4 (Template Order Form and Template Call Off Terms). 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 7 shall not constitute a Call Off Agreement under this Framework Agreement.
- 7.2 On receipt of an order form as described in paragraph 7.1 from a Contracting Authority the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Authority concerned.
- 7.3 On receipt of the signed order form from the Supplier, the Contracting Authority 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.

FRAMEWORK SCHEDULE 6: AWARD CRITERIA

1. GENERAL

- 1.1 This Framework Schedule 6 is designed to assist Contracting Authorities seeking to award a Call Off Agreement on the basis of reopening competition under a Further Competition Procedure in accordance with the Call Off Procedure.
- 1.2 A Call Off Agreement shall be awarded on the basis of most economically advantageous tender ("MEAT") from the point of view of the Contracting Authority .
- 1.3 This Framework Schedule 6 includes details of the evaluation criteria and any weightings that will be applied to that criteria.

PART A: NOT USED

PART B: FURTHER COMPETITION AWARD CRITERIA

1. The following criteria shall be applied to the Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure:

LOT	QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE	Tolerance
LOT 1	60	40	100	+/- 10%
LOT 2	60	40	100	+/- 20%

2. Due to the range and complexities of the public sector customer base and requirements, the Authority reserves the right for Contracting Authorities to refine the sub-criteria, including weightings as part of the Further Competition process.
3. In order that the Further Competition Award Criteria, their sub-criteria and their weightings respectively relate specifically to the subject matter of the proposed Call Off Contract, the relevant Contracting Authority may refine the Further Competition Award Criteria, their sub-criteria and their weightings respectively only in accordance with the boundaries set in the table above. The Contracting Authority may develop sub-criteria under the criteria set out in the table above. The Contracting Authority is not obliged to use all criteria set out in the table above and may set weightings of those criteria used within the ranges provided in the table above.
4. If the relevant Contracting Authority exercises its option pursuant to paragraph 1 above, it shall set out the developed Further Competition Criteria, their sub-criteria and their weightings respectively in its invitation document.
5. If the relevant Contracting Authority does not exercise its option pursuant to paragraph 1 above it shall use the award criteria set out in the Authority's invitation to tender together with their sub-criteria and their weightings respectively.

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

2. In accordance with Clause 25.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Agreements entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

Name and full contact details	Obligation
[REDACTED]	[REDACTED]

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

- 1.1 The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):
- | | |
|-------------------------------------|--|
| "Supplier Framework Manager" | has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8; and |
| "Supplier Review Meetings" | has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8. |
- 1.2 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 Framework Period.
- 1.3 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.
- 1.4 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure:

- 2.1.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
- 2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Services and Key Performance Indicators).
- 2.1.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.
- 2.1.4 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 two weeks from receipt by the Supplier of the draft Supplier Action Plan.
- 2.1.5 The Supplier Action Plan shall be maintained and updated on an ongoing 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 weeks from receipt by the Supplier of the Authority's notification.

2.2 Supplier Review Meetings

- 2.2.1 Regular performance review meetings will take place at the Authority's premises throughout the Framework Period and thereafter until the Framework Expiry Date ("**Supplier Review Meetings**").
- 2.2.2 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 of these meetings.
- 2.2.3 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.
- 2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.

[Guidance Note to bidders: for further information on Supplier Action Plans and Supplier's management see the "Supplier Guidance on Supplier Management" published by the Authority at <http://CCS.cabinetoffice.gov.uk/about-government-procurement-service/operational-delivery/supplier-management>]

3. KEY PERFORMANCE INDICATORS

- 3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Services and 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 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.
- 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 reductions in product volumes and product costs, in order to demonstrate that Contracting Authorities are consuming less and buying more smartly;
 - 4.1.2 developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the 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 (Services and Key Performance Indicators).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.

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 Authority Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 5.2 In cases where the Authority Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 48 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: 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 9.
- 1.2 The Supplier shall also supply such Management Information as may be required by a Contracting Authority 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. The initial MI Reporting Template is set out in the Annex to this Framework Schedule 9.
- 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 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 by uploading the electronic MI Report computer file to MISO in accordance with the instructions provided in MISO.
- 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 email. 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 because Management Information is used by the Authority to inform strategic decision making and allows it to calculate the Management Charge.
- 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.

Admin Fees

- 5.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.
- 5.5 If, following activation of the Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.

- 5.6 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to supply Management Information as required by this Framework Agreement.
- 5.7 The Authority shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause 20 (Management Charge) as a supplement to the Management Charge. Any exercise by the Authority of its rights under this paragraph 5.7 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

6. DEFAULT MANAGEMENT CHARGE

- 6.1 If:
- 6.1.1 Two (2) MI Failures occur in any rolling six (6) Month period;
 - 6.1.2 Two (2) consecutive MI Failures occur;
- then a **"MI Default"** shall be deemed to have occurred.
- 6.2 If an MI Default occurs the Authority shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph 6.3, which the Supplier shall be required to pay to the Authority ("**Default Management Charge**") and/or to terminate this Framework Agreement.
- 6.3 The Default Management Charge shall be calculated as the higher of:
- 6.3.1 the average Management Charge paid or payable by the Supplier to the Authority based on any Management Information submitted in the six (6) Month period preceding the date on which the MI Default occurred or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call Off Agreement, in the whole period preceding the date on which the MI Default occurred; or
 - 6.3.2 the sum of five hundred pounds (£500).
- 6.4 If an MI Default occurs, the Authority shall be entitled to invoice the Supplier the Default Management Charge (less any Management Charge which the Supplier has already paid to the Authority in accordance with Clause 20 for any Months in which the Default Management Charge is payable) calculated in accordance with paragraph 6.3 above:
- 6.4.1 in arrears for those Months in which an MI Failure occurred; and
 - 6.4.2 on an ongoing Monthly basis,
- until all and any MI Failures have been rectified to the reasonable satisfaction of the Authority.
- 6.5 For the avoidance of doubt the Parties agree that:
- 6.5.1 the Default Management Charge shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 20 of this Framework Agreement; and
 - 6.5.2 any rights or remedies available to Authority under this Framework Agreement in respect of the payment of the Management Charge

shall be available to the Authority also in respect of the payment of the Default Management Charge.

- 6.6 If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of the Authority and the Management Information demonstrates that:
- 6.6.1 the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
 - 6.6.2 the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt together with interest pursuant to Clause 20 (Management Charge).

ANNEX 1: MI REPORTING TEMPLATE



RM1031 MISO Data
Template 2014-11-27

Further information may be found on the CCS website:

<http://ccs.cabinetoffice.gov.uk/i-am-supplier/management-information>

FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external auditor]

[Guidance Note: Please seek guidance from the CCS audit team in relation to this point]

Dear Sirs

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date dd/mm/yyyy] between [insert 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 [] [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 [] [Insert number of sample transactions tested] public sector orders placed outside the Framework Agreement 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, an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised and mandated procurement processes executed by the Authority.
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.

[Guidance Note: see Clause 18(Records, Audit Access and Open Book Data) for details of what is required]

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

Professional Qualification held by Signatory:.....

Note to Suppliers: where CCS 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 will seek further guidance from the Government Legal Department.

FRAMEWORK SCHEDULE 11: MARKETING

1. INTRODUCTION

- 1.1 This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Services to Contracting Authorities.

2. MARKETING

- 2.1 Marketing contact details: [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 date 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 SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS

- 1.1 In this Framework Schedule 12, the following expressions shall have the following meanings:

"Benchmarked Rates"	means the Framework Prices for the Benchmark Services
"Benchmark Review"	means a review of the Go Services carried out in accordance with this Framework Schedule 12 to determine whether those Services represent Good Value
"Benchmarked Services"	means any Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12
"Comparable Rates"	means rates payable by the Comparison Group for Comparable Services that can be fairly compared with the Framework Prices
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services
"Comparable Services"	means Services that are identical or materially similar to the Benchmark Goods and/or Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark
"Comparison Group"	means a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
"Equivalent Data"	means data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group
"Good Value"	means that the Benchmark Rates are within the Upper Quartile
"Upper Quartile"	means, in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services

2. BACKGROUND

- 2.1 The Supplier acknowledges that the Authority wishes to ensure that the Services, represent value for money to the taxpayer throughout the Framework Period.
- 2.2 This Framework Schedule 12 (Continuous Improvement and Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Agreements remain in force:
 - 2.2.1 Benchmarking;
 - 2.2.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

- 3.1.1 The Supplier shall carry out Benchmark Reviews of the Services when so requested by the Authority.
- 3.1.2 The Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
- 3.1.4 The Goods and/or Services that are to be the Benchmarked Services will be identified by the Authority in writing.

3.2 Benchmarking Process

- 3.2.1 The Supplier shall produce and send to the Authority for Approval, a draft plan for the Benchmark Review.
- 3.2.2 The plan must include:
 - (a) a proposed timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used;
 - (c) a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (d) a description of how the Supplier will scope and identify the Comparison Group.
- 3.2.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The Authority may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.
- 3.2.4 Where the Authority suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.

3.2.5 Once it has received the Approval of the draft plan, the Supplier shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the Supplier's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data to calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report:

- 3.3.1 For the purposes of this Framework Schedule 12 **"Benchmarking Report"** shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 12;
- 3.3.2 The Supplier shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
 - (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to

make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and

- (c) include sufficient detail and transparency so that the Authority can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of the Authority in accordance with Clause 19.1 (Variation Procedure).

3.3.4 The Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities.

4. CONTINUOUS IMPROVEMENT

4.1 The Supplier shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with the Authority the Services and the manner in which it is providing the Goods and/or Services with a view to reducing the Authority's costs, the costs of Contracting Authorities (including the Framework Prices) and/or improving the quality and efficiency of the Services. The Supplier and the Authority will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

4.2 Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges produced by the Supplier pursuant to this Schedule 12 under all Call Off Agreements and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Agreement) during that Contract Year ("**Continuous Improvement Plan**") for the approval of the Authority. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:

- 4.2.1 identifying the emergence of new and evolving technologies which could improve the Services;
- 4.2.2 identifying changes in behaviour at Contracting Authorities that result in a cost saving and a reduction in the Framework Prices;
- 4.2.3 improving the way in which the Services are sold via the Framework Agreement that may result in reduced Framework Prices;
- 4.2.4 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
- 4.2.5 identifying and implementing efficiencies in the way the Authority and/or Contracting Authorities interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
- 4.2.6 identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;

- 4.2.7 baselining the quality of the Supplier's Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
 - 4.2.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.
- 4.3 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Authority for approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.
- 4.4 The Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Authority's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to the Authority a revised Continuous Improvement Plan reflecting the changes required. Once Approved by the Authority, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.
- 4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
 - 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Authority and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.
- 4.6 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
- 4.7 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
- 4.8 Should the Supplier's costs in providing the Services to Contracting Authorities be reduced as a result of any changes implemented by the Authority and/or Contracting Authorities, all of the cost savings shall be passed on to Contracting Authorities by way of a consequential and immediate reduction in the Framework Prices for the Services.

FRAMEWORK SCHEDULE 13: NOT USED

FRAMEWORK SCHEDULE 14: 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 Schedule 14 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) 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 of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals 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.

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 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 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 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 POLICIES

- 4.1 The Supplier shall upon the Framework Commencement Date and within 15 Working Days after the renewal 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 14. 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 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 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.

7. INSURANCE CLAIMS

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, 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 Services or this Framework Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims

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 £20,000 relating to or arising out of the provision of the Services 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.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1. INSURED

- 1.1 The Supplier

2. INTEREST

- 2.1 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:

- 2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

- 2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 14) and arising out of or in connection with the provision of the Services and in connection with this Framework Agreement.

3. LIMIT OF INDEMNITY

- 3.1 Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited, and in the aggregate per annum in respect of products and pollution liability.

4. TERRITORIAL LIMITS

- 4.1.1 The United Kingdom

5. PERIOD OF INSURANCE

- 5.1 From the Framework Commencement Date for the Framework Period and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 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.

- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed **[£ threshold to be agreed with Supplier]** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: NOT USED

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1. GENERAL

- 1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

FRAMEWORK SCHEDULE 15: NOT USED

FRAMEWORK SCHEDULE 16: NOT USED

FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1 In this Framework Schedule 17 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 17 applies.
- 1.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 27.4 (Freedom of Information), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Guidance note: Any information provided in this Framework Schedule should be information which would be exempt under the FOIA. If the information would not be exempt under FOIA the Authority may publish it under Clause 27.3 (Transparency) of this Framework Agreement.]

[Guidance note: where any information listed in this Framework Schedule 17 is considered to be Management Information for the purposes of Clause 27.1 of the Framework Agreement and is provided by the Supplier to the Authority, the Authority may disclose the Management Information to other Contracting Authorities in accordance with Clause 27.1.2 of this Framework Agreement.]

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Framework Schedule 18, 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 6.2;
"Exception"	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Framework Agreement or in the supply of the Goods and/or Services;
"Expedited Dispute Timetable"	means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;
"Expert"	means the person appointed by the Parties in accordance with paragraph 5.2 of this Framework Schedule 18;
"Mediation Notice"	has the meaning given to it in paragraph 3.2; and
"Mediator"	means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 18.

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 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; and
- 2.2.3 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 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 18.

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 49 (*Governing Law and Jurisdiction*)).

Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (Expert Determination).

- 2.5 In exceptional circumstances where the use of the times in this Framework Schedule 18 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.
- 2.6 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 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 18:
- 2.6.1 in paragraph 3.2.3, ten (10) Working Days;
 - 2.6.2 in paragraph 4.2, ten (10) Working Days;
 - 2.6.3 in paragraph 5.2, five (5) Working Days; and
 - 2.6.4 in paragraph 6.2, ten (10) Working Days.
- 2.7 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 Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's Framework Manager and the Supplier's Account Manager such discussions being commercial negotiations.
- 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; or
 - 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 Framework Agreement.
- 4.2 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.
- 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 of 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 procedure for variations under Clause 16.1 (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 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.
- 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 by either Party 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/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;
 - 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 Authority 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 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 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 49 (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 49 (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 Authority does not serve a Counter Notice within the fifteen (15) Working Day 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 49 (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 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 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 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;
 - 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 Framework 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.

FRAMEWORK SCHEDULE 19: VARIATION FORM

Variation Form No:

.....

BETWEEN:

[insert name of Authority] ("the Authority")

and

[insert name of Supplier] ("the Supplier")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Variation 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.

Signed by an authorised signatory for and on behalf of the Authority

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

FRAMEWORK SCHEDULE 20: CONDUCT OF CLAIMS

1. INDEMNITIES

- 1.1 This Schedule shall apply to the conduct by a Party from whom an indemnity is sought under this Framework Agreement or any Call Off Agreement (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Framework Agreement or any Call Off Agreement (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 1.3 Subject to Paragraph 1.5, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary 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 Beneficiary at the Indemnifier’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 Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim, and the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
 - 1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - 1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;
 - 1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - 1.4.4 the Indemnifier shall conduct the Claim with all due diligence.
- 1.5 The Beneficiary 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 or any Call Off Agreement if:
 - 1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
 - 1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the

Beneficiary in writing that it does not intend to take conduct of the Claim; or

- 1.5.3 the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2. RECOVERY OF SUMS

- 2.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever the lesser is of:

- 2.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
- 2.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

3. MITIGATION

- 3.1 Each of the Authority or Contracting Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

FRAMEWORK SCHEDULE 21: NOT USED

FRAMEWORK SCHEDULE 22: SUSTAINABILITY ACTION PLAN

1. SUSTAINABILITY

1.1 The Supplier will, within three months of the Framework Execution Date, provide evidence in a Supplier Sustainability Action Plan and agreed by the Authority (such agreement not to be unreasonably refused) which indicates how it will reduce the environmental impacts across the lifecycle of textile product, in the provision of Services under this Framework Agreement, to include the following:

2. An Asset Management Plan that addresses:

1. Purchasing the appropriate quantity and quality of stock and assets;
2. How linen is distributed – as needed or set number per year; tracking method?
3. Standardisation of requirements
4. Product redeployment – encompassing re-use, repair and re-issuing of used products when cost effective.
5. Influencing user behaviour – to influence linen/garment care (wash temperature, line drying, detergent dosing etc)
6. End-of-life management –enabling cost-effective re-use and/or recycling at end-of-life and a commitment to avoid landfill.

3. A Resource Efficiency Plan that addresses:

- i) Reducing energy and water consumption when washing, drying and finishing as detailed below in clauses 4 to 5;
- ii) Re use and repair of Linen Articles;
- iii) Reduction of packaging materials; and
- iv) the use of chemicals

And when specifying products, in order to provide the services under this framework, how the following will be included:

- i) Specifying durable products;
- ii) Specifying products for re-usability
- iii) Specifying used products
- iv) Reducing in use impacts
- v) Specifying lower impact fibres
- vi) Specifying recycled content
- vii) Minimizing hazardous chemicals

4. Water

The Supplier will report quarterly on water use associated with delivery of Services under this Framework Agreement and work with the Authority to agree water use reduction targets. In event of any failure to agree such targets, or to agree any other matter set out for agreement in this Framework Schedule, the Parties shall follow the steps set out in Clause 48 Dispute Resolution.

- 6.1 Initially water use information will be provided on the basis of litres per item laundered (in line with industry standard measures of pieces per week).

- a. On the first anniversary of the Framework Commencement Date, the Authority may consult the Supplier regarding its view on whether this is the most appropriate metric for comparison and a modified metric may be agreed for reporting water use associated with delivery of the available Services via the Framework Agreement.
- b. The Authority may use the first year data to set a baseline for water use per item across the service provision and set, in agreement with the Supplier, annual targets for reduction in water use.
- c. The Supplier will continue reporting quarterly on water use and comparison made to the baseline year and their voluntary target. If requested by the Authority, the Supplier shall provide additional data on whether water is reused / greywater is used.

5. Energy

- 5.1 The Supplier will report quarterly on energy use associated with delivery of the services under this Framework Agreement and work with the Authority to agree carbon reduction targets.
 - a. Initially energy use information will be provided on the basis of tonnes CO₂e per item laundered.
 - b. One year from framework execution date the Authority may consult the Supplier regarding its view on whether this is the most appropriate metric for comparison will be sought and a modified metric may be agreed for reporting energy use associated with delivery of Framework services.
 - c. The Authority may use the first year data to set a baseline for energy use per item across the service provision and set, in agreement with the Supplier, annual targets for reduction in water use.
 - d. Energy use is to be reported in tonnes CO₂ equivalent and data provided is to be in line with the principles set out in the DEFRA Environmental Reporting Guidelines: Including mandatory greenhouse gas reporting guidance, updated June 2013, which may be found here: <https://www.gov.uk/measuring-and-reporting-environmental-impacts-guidance-for-businesses>

6. Authority Responsibilities – NOT USED

7. Government Buying Standards

- 7.1 The Supplier will report quarterly on the proportion of cleaning products used that comply with the Government Buying Standard (GBS) specification for cleaning products.

<http://sd.defra.gov.uk/advice/public/buying/products/cleaning/standards/>.

- a. The Supplier will report quarterly on the proportion of linen supplied that complies with the Government Buying Standard (GBS) specification for textiles.

8. Re use and repair of Linen Articles

- 8.1 At the end of each year the Supplier will report on the number of items and spend via the Related Service – “Sewing room / repair and alteration”. This may include any information on uptake by customers of flexibility relating to garment design and construction to determine if there are any trends.

9. Equality Issues

- 9.1 In order to deal with the different requirements due to, inter alia, gender, disabilities, pregnancy, maternity and religion, the Supplier must ensure that they can provide specific variant solutions to address these needs. This would include, but is not limited to:
 - a) range of sizes,
 - b) easy access garments (with appropriate fastenings),
 - c) head coverings,
 - d) modesty panels,
 - e) maternity wear,
 - f) clothing and work shoes free of animal products.Any additional requirements will be specified at the Call Off stage by the Contracting Authority .

10. Labour Standards

- 5.1 The Supplier must comply, and ensure that each of its Sub-contractors comply, with the International Labour Organisation's eight 'fundamental conventions'

<http://ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>
- a. For clarity these 8 core conventions are:
 1. Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) [workers are able to join trade unions that are independent of government and employer influence]
 14. Right to Organise and Collective Bargaining Convention, 1949 (No. 98) [workers may negotiate with employers collectively, as opposed to individually]
 15. Forced Labour Convention, 1930 (No. 29)
 16. Abolition of Forced Labour Convention, 1957 (No. 105) [security from prison labour and slavery, and prevents workers from being forced to work under duress]

17. Minimum Age Convention, 1973 (No. 138) [implementing a minimum working age and certain working condition requirements for children]
18. Worst Forms of Child Labour Convention, 1999 (No. 182) [all forms of slavery, child prostitution and pornography, the use of children to traffic in drugs and work which is likely to harm the health, safety or morals of children]
19. Equal Remuneration Convention, 1951 (No. 100)
20. Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

11. Social enterprises

- 11.1 Suppliers must report on an annual basis on their use (spend per annum) of Supported Factories and Businesses and Social Enterprises, including Prison Industries, within their first tier supply chain.

