**Core Terms**

## Definitions used in the Contract

* 1. Interpret this Contract using Joint Schedule 1 (Definitions).

## How the Contract works

* 1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
  2. UKEF doesn’t guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
  3. UKEF has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
  4. If UKEF decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, UKEF can:
* make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
* create a new Call-Off Schedule
* exclude optional template Call-Off Schedules
* use Special Terms in the Order Form to add or change terms
  1. Each Call-Off Contract:
* is a separate Contract from the Framework Contract
* is between a Supplier and UKEF acting as a purchaser and/or recipient of the Services
* includes Core Terms, Schedules and any other changes or items in the completed Order Form
* survives the termination of the Framework Contract

* 1. The Supplier acknowledges that it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by UKEF no warranty of its accuracy is given to the Supplier.
  2. The Supplier won’t be excused from any obligation, or be entitled to additional costs or Charges because it failed to either:
* verify the accuracy of the Due Diligence Information.
* properly perform its own adequate checks.
  1. UKEF won’t be liable for errors, omissions or misrepresentation of any information.
  2. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## What needs to be Delivered

* 1. **All Deliverables**
     1. The Supplier must provide Deliverables:
* that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
* to a professional standard;
* using reasonable skill and care;
* using Good Industry Practice;
* using its own policies, processes and internal quality control measures as long as they don’t conflict with the Contract;
* on the dates agreed;
* that comply with Law and Regulatory Compliance.  
  1. **Services clauses**
     1. Late Delivery of the Services will be a Default of a Call-Off Contract.
     2. The Supplier must co-operate with UKEF and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
     3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
     4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
     5. The Supplier must take all reasonable care to ensure performance does not disrupt UKEF’s operations, employees or other contractors.
     6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
     7. Without prejudice to any other rights and remedies under this Contract UKEF shall be entitled to withhold payment for partially or wholly undelivered Services.
     8. Where requested by UKEF, the Supplier shall plan and agree with UKEF the Deliverables to be provided to UKEF in order to clarify and, if required by UKEF, document:

* the legal advice required;
* how legal input will be structured to minimise costs and maximise efficiency;
* whether and how work previously undertaken for UKEF (or central Government more widely) can be re-used to reduce cost;
* the levels and names of Supplier Staff working on performing the Deliverables, including the Key Personnel identified in the Order Form and any anticipated timing or resourcing issues relating to progression and completion of the Deliverables;
* the extent to which any specialist or overseas legal input is required in connection with the Deliverables and how and when that input should be managed;
* the timing for any reporting on the progress of the performance of the Deliverables;
* the strategic importance and business rationale to UKEF of, and the preferred approach in any negotiations required in respect of, the transaction to which the Deliverables relate;
* the general management of the Deliverables and the provision by the Supplier thereof.
  + 1. During the performance of the Deliverables the Supplier must conduct reviews at agreed intervals set out in the Order Form (if so specified) or as otherwise required by UKEF to:
* review adherence to the plans (whether original plans or plans as subsequently amended under Clause 3.2.10, as the case may be) for the Deliverables prepared pursuant to Clause 3.2.8; and
* ensure optimisation of efficiency and value for money in provision of the Deliverables.
  + 1. The Supplier must:
* confirm to UKEF that any review required has, in each case, been completed;
* report to UKEF on the outcome of the review (including documenting the same in such form as UKEF may reasonably require);
* make and apply such adjustments to the plans for the Delivery of the Deliverables as UKEF may direct;
* comply with all reasonable instructions given to the Supplier and the Supplier Personnel by UKEF in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;
* to the extent that any draft-Deliverable drawn up by the Supplier is disclosed to UKEF, ensure that UKEF is notified in writing not to rely on its content until it becomes the final version.
* co-operate in a timely and prompt manner with UKEF and UKEF’s other professional advisers in relation to the Deliverables as required by UKEF; and
* comply with UKEF’s internal policies and procedures and Government codes and practices in force (including policies, procedures, codes and practices relating to vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case, as notified to the Supplier in writing by UKEF.

## Pricing and payments

**Charges fees or other expenses**

* 1. UKEF will not be liable for the payment of any Charges, fees or other expenses charged, or incurred, by the Supplier (either directly or through a Subcontractor) in relation to a Call-Off Contract other than where UKEF has identified the work as UKEF Account Work in the Call-Off Order Form and such Charges, fees or other expenses are incurred in accordance with the terms of the Call-Off Contract. The Supplier shall be responsible for ensuring it has entered into an appropriate arrangement with the relevant Aerospace Sector Customer for the payment of Charges, fees, Reimbursable Expenses or any other expense due to the Supplier which does not relate to UKEF Account Work.
  2. The Supplier must not incur any expenditure, without UKEF’s written agreement, which would result in any Charges for any element of the UKEF Account Work Deliverables or the Aerospace Transaction Deliverables being exceeded.
  3. Where the Supplier anticipates an increase to the Charges in excess of those estimated and agreed under the terms of the Call-Off Contract, the Supplier shall notify UKEF and the Aerospace Sector Customer as soon as possible and in any event before any additional Charges are incurred, in writing stating:
     1. the reason(s) for the anticipated increase in the Charges
     2. the steps, if any, the Supplier has taken to mitigate this increase; and
     3. where the Call-Off Contract relates to an Aerospace Transaction, confirmation that the Aerospace Sector Customer agrees to any increase.
  4. Any change to the Charges shall be agreed in accordance with Clause 24 of the Contract.

**Payment**

* 1. In respect of an Aerospace Transaction the Supplier must send all invoices to the relevant Aerospace Sector Customer for the Charges incurred in accordance with the Order Form, except to the extent UKEF has agreed that such Charges shall relate to UKEF Account Work and Approved the payment of such Charges.
  2. Where the Supplier needs to address the invoices to UKEF as their client of record, such invoices shall be clearly marked by the Supplier as payable by the relevant Aerospace Sector Customer and shall contain an acknowledgement within such an invoice that UKEF shall have no liability for payment of the invoice. The Supplier shall be solely responsible for sending the invoice to the Aerospace Sector Customer.
  3. In respect of UKEF Account Work, the Supplier must invoice UKEF for the Charges in the Order Form in accordance with the terms of the Contract.
  4. Where Charges are for UKEF Account Work, UKEF must pay the Supplier the relevant Charges within 30 days of receipt by UKEF of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
  5. A Supplier invoice for UKEF Account Work is only valid if it:
* includes all appropriate references including the Contract reference number, purchase order number and other details reasonably requested by UKEF;
* includes a detailed breakdown of Delivered Deliverables.
  1. All Charges:
     1. exclude VAT or equivalent taxes, which shall be payable on the provision by the Supplier of a valid VAT invoice to the Aerospace Customer or UKEF as applicable; and
     2. include all costs connected with the supply of the Deliverables.
  2. UKEF may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
  3. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn’t happen, UKEF can publish the details of the late payment or non-payment.
  4. If UKEF can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by UKEF, then UKEF may:
* require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
* enter into a direct agreement with the Subcontractor or third party for the relevant item(s).
  1. If UKEF uses Clause 4.13 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
  2. UKEF’s right to enter into a direct agreement for the supply of the relevant items is subject to both:
* the relevant item(s) being made available to the Supplier if it is required to Deliver the Deliverables; and
* any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges.
  1. The Supplier has no right of set-off, counterclaim, discount or abatement unless ordered to do so by a court.

## UKEF’s obligations to the Supplier

* 1. If Supplier Non-Performance arises from an Authority Cause:
* UKEF cannot terminate a Contract under Clause 10.4.1;
* the Supplier is entitled to reasonable and proven additional expenses and relief from liability and Deductions under this Contract;
* the Supplier is entitled to the additional time needed to make the Delivery;
* the Supplier cannot suspend the ongoing supply of Deliverables.  
  1. Clause 5.1 only applies if the Supplier:
* gives notice to UKEF of the Authority Cause within 10 Working Days of becoming aware;
* demonstrates that the Supplier Non-Performance only happened because of the Authority Cause;
* mitigated the impact of the Authority Cause.

## Record keeping and reporting

* 1. The Supplier must attend Progress Meetings with UKEF and provide Progress Reports when specified in the Order Form.
  2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
  3. The Supplier must allow any Auditor access to their premises to verify all Contract accounts and records of everything to do with the Contract.
  4. The Supplier must provide the information requested by the Auditor and provide reasonable co-operation at their request.
  5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
* tell UKEF and give reasons;
* propose corrective action;
* provide a deadline for completing the corrective action.
  1. Where the Supplier submits an invoice to UKEF for UKEF Account Work the Supplier shall confirm in writing that:
     + the invoice is correct and in accordance with the Framework Contract; and
     + where relevant, is within the Framework maximums that the Supplier may charge in respect of such Supplier Fees under each Call-Off Contract.

## Supplier staff

* 1. The Supplier Staff involved in the performance of each Contract must:
* be appropriately trained and qualified
* be vetted using Good Industry Practice and, if applicable, the Security Policy
* comply with all conduct requirements when on UKEF Premises
  1. Where UKEF decides one of the Supplier’s Staff isn’t suitable to work on a Contract, the Supplier must replace them with a suitably qualified alternative.
  2. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
  3. The Supplier must provide a list of Supplier Staff needing to access UKEF Premises and say why access is required.
  4. The Supplier indemnifies UKEF against all Claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## Rights and protection

* 1. The Supplier warrants and represents that:
* it has full capacity and authority to enter into and to perform each Contract
* each Contract is executed by its Authorised Representative
* it is a legally valid and existing organisation incorporated in the place it was formed
* there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
* it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
* it doesn’t have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
* it is not impacted by an Insolvency Event
* it will comply with each Call-Off Contract
  1. The warranties and representations in Clauses 2.9 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
  2. The Supplier indemnifies UKEF against each of the following:
* wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
* non-payment by the Supplier of any tax or National Insurance

* 1. All Claims indemnified under this Contract must be in accordance with Clause 26.
  2. UKEF can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
  3. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify UKEF.
  4. All third party warranties and indemnities covering the Deliverables must be assigned for UKEF’s benefit by the Supplier.

## Intellectual Property Rights (IPRs)

* 1. Subject to Clause 9.2 each Party keeps ownership of its own Existing IPRs.
  2. Unless otherwise provided in the Order Form:
* Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to UKEF a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable licence to use, change, exploit and sub-license the same.
* The Supplier gives UKEF a non-exclusive, perpetual, royalty-free, irrevocable, transferrable worldwide licence to use, change and sub-licence Supplier’s Existing IPR to enable it to both:
  + receive and use the Deliverables
  + make use of the Deliverables provided by a Replacement Supplier

* 1. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
  2. Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided for in this Clause 9 or otherwise agreed in writing.
  3. If there is an IPR Claim, the Supplier indemnifies UKEF against all Losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
  4. If an IPR Claim is made: -
     1. UKEF shall notify the Supplier in writing of the IPR Claim and UKEF shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall:
* consult UKEF on all substantive issues which arise during the conduct of such litigation and negotiations;
* take due and proper account of the interests of UKEF;
* consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of UKEF into disrepute; and
* not settle or compromise the IPR Claim without the prior written approval of UKEF (not to be unreasonably withheld or delayed).
  + 1. or anticipated the Supplier must at its own expense and UKEF’s sole option, either:
* obtain for UKEF the rights in Clause 9.1 and 9.2 without infringing any third party IPR
* replace or modify the relevant item with substitutes that don’t infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

## Ending the Contract

* 1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
  2. UKEF can extend the Call-Off Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.
  3. Upon expiry of this Contract, or when the Deliverables to be performed under it near completion, or when seems appropriate to UKEF under the circumstances, the Supplier must conduct a knowledge transfer exercise where requested to do so by UKEF. This exercise must involve the Supplier:
* documenting, collating and transferring to UKEF any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during this Contract;
* compiling and transferring to UKEF a document bible(s) (including electronic versions of the same if UKEF so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during this Contract;
* preparing and circulating to UKEF:
* a wrap up note which sets out (a) a comprehensive comparison between the executed transaction documents and UKEF’S template documents and gives reasons for the departures (commercially agreed or jurisdictionally driven) from the UKEF template documents, (b) any bespoke financial covenants ratios or triggers which are set by UKEF as a condition under the relevant contracts and (c) suggested drafting improvements to UKEF’S template documents including identifying any solutions which the Supplier (or UKEF) considers relevant to future contracts and with the consent of UKEF may share with other suppliers on the Framework; or
* if the Contract relates to a transaction which is substantially a repetition of a previous transaction, a repeat deal letter identifying the agreed differences between that transaction and the previous transaction on which it was based;

completing the knowledge transfer within one (1) Month of whichever of these events is the latest:

* the relevant Deliverables, being completed,
* the request to conduct the exercise made by UKEF,
* or the expiry of this Contract.

## Ending the Contract without a reason

* + 1. UKEF has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 calendar days' notice and if it is terminated Clause 10.6.2 to 10.6.7 applies.
    2. UKEF has the right to terminate a Call-Off Contract at any time without reason or liability by giving the Supplier not less than 10 calendar days' written notice and if it is terminated Clause 10.6.2 to 10.6.7 applies.

## When UKEF can end a Contract

* + 1. If any of the following events happen, UKEF has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

* there’s a Supplier Insolvency Event
* there’s a Contract Default that is not corrected in line with an accepted Rectification Plan
* UKEF rejects a Rectification Plan or the Supplier does not provide it within 10 calendar days of the request
* there’s any material Default of the Contract
* there’s any material Default of any Joint Controller Agreement relating to any Contract;
* there’s a Default of Clauses 2.9, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
* there’s a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
* there’s a Change of Control of the Supplier which isn’t pre-approved by UKEF in writing
* there’s a Variation to a Contract which cannot be agreed using Clause 24 (Changing the Contract) or resolved using Clause 34 (Resolving Disputes)
* if UKEF discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
* the Supplier or its Affiliates embarrass or bring UKEF into disrepute or diminish the public trust in them
  + 1. UKEF may terminate the Framework Contract if it terminates a Call-Off Contract for any of the reasons listed in Clause 10.5.1.
    2. If there is a Default, UKEF can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
    3. When UKEF receives a requested Rectification Plan it can either:
* reject the Rectification Plan or revised Rectification Plan, giving reasons
* accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
  + 1. Where the Rectification Plan or revised Rectification Plan is rejected, UKEF:
* must give reasonable grounds for its decision
* may request that the Supplier provides a revised Rectification Plan within 5 Working Days
  + 1. If any of the events in 73 (1) (a) to (c) of the Regulations happen, UKEF has the right to immediately terminate the Contract and Clauses 10.6.2 to 10.6.7 apply.

## What happens if the Contract ends

Where UKEF terminates a Contract under Clause 10.5.1 all of the following apply:

* + 1. The Supplier is responsible for the UKEF’s reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
    2. UKEF’s payment obligations under the terminated Contract stop immediately.
    3. Accumulated rights of the Parties are not affected.
    4. The Supplier must promptly delete or return the Government Data except where they are required to retain copies by Law.
    5. The Supplier must promptly return any of UKEF’s property provided under the terminated Contract.
    6. The Supplier must, at no cost to UKEF, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
    7. The following Clauses survive the termination of each Contract: 6, 7.5, 9, 10.3,11, 14, 15, 16, 17, 18, 34, 36 and any Clauses and Schedules which are expressly or by implication intended to continue.

## When the Supplier can end the Contract

* + 1. The Supplier can issue a Reminder Notice if UKEF does not pay an undisputed invoice in respect of UKEF Account Work on time. The Supplier can terminate a Call-Off Contract if UKEF fails to pay an undisputed invoiced sum in respect of UKEF Account Work due and worth over 10% of the annual Contract Value within 30 calendar days of the date of the Reminder Notice.

* + 1. If a Supplier terminates a Call-Off Contract under Clause 10.7.1:
* UKEF must promptly pay all outstanding Charges in respect of UKEF Account Work incurred to the Supplier
* UKEF must pay the Supplier reasonable committed and unavoidable Losses which relate to the UKEF Account Work as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier by UKEF if the Contract had not been terminated
* Clauses 10.6.4 to 10.6.7 apply.

## When Sub-Contracts can be ended

* + 1. At UKEF’s request, the Supplier must terminate any Sub-Contracts in any of the following events:
* there is a Change of Control of a Subcontractor which isn’t pre-approved by UKEF in writing
* the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.5
* a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in UKEF.

## Partially ending and suspending the Contract

* + 1. Where UKEF has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
    2. Where UKEF has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
    3. Where UKEF has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If UKEF suspends a Contract it can provide the Deliverables itself or buy them from a third party.
    4. UKEF can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
    5. The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
* reject the Variation
* increase the Charges, except where the right to partial termination is under Clause 10.4
  + 1. UKEF can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

## How much you can be held responsible for?

* 1. Subject to any applicable Regulatory Compliance and Clauses 11.2, 11.6, 11.7 and 11.8, each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
  2. Subject to any applicable Regulatory Compliance and Clauses 11.6, 11.7 and 11.8, the Supplier’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 100 % of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
  3. Subject to Clause 11.6 UKEF’s total aggregate liability in each Contract Year under each Call-Off Contract where the Charges are payable by the Aerospace Sector Customer (whether in tort, contract or otherwise) shall in no event exceed £100,000.
  4. Subject to Clause 11.6 and without prejudice to UKEF’s obligation to pay the Charges as and when they fall due for payment for UKEF Account Work, UKEF’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) where Charges for UKEF Account Work have been or will be incurred shall in no event exceed the following amounts:
  + in the first Contract Year, an amount equal to 100% of the Estimated Year 1 Charges;
  + any subsequent Contract Year, an amount equal to 100% of the total Charges paid and/or due to be paid by UKEF under the Call-Off Contract to the Supplier in the 12 month period immediately prior to when the Losses occurred;
  + after the end of the Term, an amount equal to the Charges paid and/or due to be paid by UKEF under the Call-Off Contract to the Supplier in the 12 month period immediately prior to the last day of the Term.
  1. Subject to Clause 11.13, no Party is liable to the other for:
* any indirect Losses
* Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)  
  1. In spite of Clauses 11.1 and 11.2, neither Party limits or excludes any of the following:
* its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
* its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
* any liability that cannot be excluded or limited by Law
  1. In spite of Clause 11.1 and 11.2, the Supplier does not limit or exclude liability for any of the following:
* any fine or penalty pursuant to Law that results from a Default and any costs incurred by UKEF in defending any proceedings which result in such fine or penalty
* any Loss incurred by UKEF in connection with, arising out of, or as a result of, any Default in respect of a Deliverable, provided by or on behalf of the Supplier under the Contract
* any Loss incurred by UKEF in connection with, arising out of, or as a result of any negligent legal or professional advice, provided by or on behalf of the Supplier under the Contract
  1. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.5, 9.5 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
  2. In spite of Clauses 11.1 and 11.2 but subject to Clauses 11.5 and 11.6, the Supplier's aggregate liability, in each and any Contract Year under each Contract under Clause 14.8 (Data Protection) shall not exceed the Data Protection Liability Cap.
  3. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
  4. When calculating the Supplier’s liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
* Deductions
* any items specified in Clauses 11.5,11.6, 11.7, 11.8 or Clause 11.9
  1. Where the Supplier is more than one firm or organisation acting as a Group of Economic Operators, each firm or organisation that is a member of the Group of Economic Operators will be jointly and severally liable for performance of the Supplier’s obligations under the Contract.
  2. The Supplier will be liable for the following types of Loss which shall be regarded as direct and will (without in any way, limiting other categories of Loss) be recoverable by UKEF:
* any wasted expenditure or charges;
* the additional cost of procuring , implementing or operating any alternative or Replacement Deliverables to the Deliverables which shall include any incremental costs associated with the replacement of such Deliverables above those which would have been payable under the Contract;
* any compensation or interest paid to a third party by UKEF;
* any regulatory Losses or other losses incurred by UKEF pursuant to the Law.
  1. No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of UKEF to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of UKEF to discern any defect in or omission from any such document or information will operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.
  2. Save as otherwise expressly provided, the obligations of UKEF under the Contract are obligations of UKEF in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain UKEF in any other capacity, nor shall the exercise by UKEF of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of UKEF to the Supplier.
  3. No individual nor any service company of the Supplier employing that individual shall have any personal liability to UKEF for the Deliverables supplied by that individual on behalf of the Supplier and UKEF shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.16 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in this Contract and/or the Order Form.

## Obeying the Law

* 1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
  2. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## Insurance

* 1. The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## Data protection

* 1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
  2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
  3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send UKEF copies on request.
  4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system and complies with the Security Policy (if applicable) and any applicable Security Management Plan.
  5. If, at any time, the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify UKEF and immediately suggest remedial action.
  6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable UKEF may either or both:
* tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that UKEF receives notice, or the Supplier finds out about the issue, whichever is earlier
* restore the Government Data itself or using a third party  
  1. The Supplier must pay each Party’s reasonable costs of complying with Clause 14.6 unless UKEF is at fault.
  2. The Supplier:
* must provide UKEF with all Government Data in an agreed open format within 10 Working Days of a written request
* must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
* must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
* securely erase all Government Data and any copies it holds when asked to do so by UKEF unless required by Law to retain it
* indemnifies UKEF against any and all Losses incurred if the Supplier breaches Clause 14 (Data Protection) and any Data Protection Legislation.

## What you must keep confidential

* 1. Each Party must:
* keep all Confidential Information it receives confidential and secure
* not disclose, use or exploit the Disclosing Party’s Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
* immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
  1. The Supplier must follow any direction made by UKEF in respect of the proper management and mitigation of any matters which involve or could potentially involve a breach of this Clause 15.
  2. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
* where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure, in each case to the extent that it is lawful and reasonably practicable to do so
* if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
* if the information was given to it by a third party without obligation of confidentiality
* if the information was in the public domain at the time of the disclosure
* if the information was independently developed without access to the Disclosing Party’s Confidential Information
* to its auditors or for the purposes of regulatory requirements
* to its professional advisers on a need-to-know basis
* to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010
  1. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with UKEF at its request.
  2. UKEF may disclose Confidential Information in any of the following cases:
* to the employees, agents, advisers, consultants and contractors of UKEF
* to any other Central Government Body, any successor body to a Central Government Body or any company that UKEF transfers or proposes to transfer all or any part of its business to
* to any of UKEF’s insurers and/or reinsurers and any other party with whom UKEF may potentially enter into insurance or reinsurance arrangements (and their agents, brokers and consultants)
* to the Serious Fraud Office, the National Crime Agency or any other authority in connection with any breach, or potential breach, of applicable law or regulation
* if UKEF (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
* where requested by Parliament or any international organisation of which UKEF or the United Kingdom is a member
* under Clauses 4.12 and 16.
  1. Where UKEF so requests, the Supplier may disclose such Confidential Information as the Supplier considers necessary to any financial institution which is, or is expected to be, in receipt of support from UKEF in respect of an Aerospace Transaction, and to other suppliers on the Framework provided that any such information provided to a financial institution shall be limited to the views, policies and concerns of UKEF in respect of the relevant Aerospace Transaction or Aerospace Transactions generally.
  2. Transparency Information is not Confidential Information.
  3. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of UKEF and must take all reasonable steps to ensure that Supplier Staff do not either.

# When you can share information

* 1. The Supplier must tell UKEF within 48 hours if it receives a Request For Information.
  2. Within the required timescales the Supplier must give UKEF full co-operation and information needed so UKEF can:
  + publish the Transparency Information
  + comply with any Freedom of Information Act (FOIA) request
  + comply with any Environmental Information Regulations (EIR) request
  1. UKEF may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is UKEF’s decision, which does not need to be reasonable.

# Invalid parts of the Contract

17.1 If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it’s valid or enforceable.

# No other terms apply

18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

# Other people’s rights in a Contract

19.1 *O*ther than as expressly stated in the Call-off Contract Order Form no third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) 1999 to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

# Circumstances beyond your control

* 1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
* provides a Force Majeure Notice to the other Party
* uses all reasonable measures practical to reduce the impact of the Force Majeure Event
  1. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 calendar days continuously.
  2. Where a Party terminates under Clause 20.2:

* each Party must cover its own Losses
* Clause 10.6.2 to 10.6.7 applies

# Relationships created by the Contract

20.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

# Giving up Contract rights

22.1 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

# Transferring responsibilities

* 1. The Supplier cannot assign a Contract without UKEF’s written consent.
  2. UKEF can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of UKEF.
  3. When UKEF uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that UKEF specifies.
  4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
  5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were their own.
  6. If UKEF asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
* their name
* the scope of their appointment
* the duration of their appointment

# Changing the Contract

* 1. Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
  2. The Supplier must provide an Impact Assessment either:
* with the Variation Form, where the Supplier requests the Variation
* within the time limits included in a Variation Form requested by UKEF
  1. If the Variation to a Contract cannot be agreed or resolved by the Parties, UKEF can either:
* agree that the Contract continues without the Variation
* terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
* refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
  1. UKEF are not required to accept a Variation request made by the Supplier.
  2. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
  3. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give UKEF notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed to either the Deliverables, Framework Prices or a Contract and provide evidence:
* that the Supplier has kept costs as low as possible, including in Subcontractor costs
* of how it has affected the Supplier’s costs  
  1. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

# How to communicate about the Contract

* 1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they’re delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
  2. Notices to UKEF must be sent to the UKEF Authorised Representative’s address or email address in the Framework Award Form or Order Form.
  3. This Clause 25 does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

# Dealing with Claims

* 1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after the date it receives the notice.
  2. At the Indemnifier’s cost the Beneficiary must both:

* allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
* give the Indemnifier reasonable assistance with the claim if requested  
  1. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
  2. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn’t damage the Beneficiary’s reputation.
  3. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
  4. Each Beneficiary must take all reasonable steps to minimise and mitigate any Losses that it suffers because of the Claim.
  5. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
* the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
* the amount the Indemnifier paid the Beneficiary for the Claim

# Preventing fraud, bribery and corruption

* 1. The Supplier must not during any Contract Period:

* commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
* do or allow anything which would cause UKEF, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them  
  1. The Supplier must during the Contract Period:
* create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
* keep full records to show it has complied with its obligations under Clause 27 and give copies to UKEF on request
* if required by UKEF, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to UKEF, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures
  1. The Supplier must immediately notify UKEF if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

* been investigated or prosecuted for an alleged Prohibited Act
* been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any Government department or agency
* received a request or demand for any undue financial or other advantage of any kind related to a Contract
* suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act  
  1. If the Supplier notifies UKEF as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
  2. In any notice the Supplier gives under Clause 27.4 it must specify the:
* Prohibited Act
* identity of the Party who it thinks has committed the Prohibited Act
* action it has decided to take

# Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
* protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
* any other requirements and instructions which UKEF reasonably imposes related to equality Law  
  1. The Supplier must take all necessary steps, and inform UKEF of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

# Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:
* all applicable Law regarding health and safety
* UKEF’s current health and safety policy while at UKEF’s Premises, as provided to the Supplier   
  1. The Supplier and UKEF must as soon as possible notify the other of any health and safety incidents or material hazards they’re aware of at UKEF Premises that relate to the performance of a Contract.
  2. Each Party must take all necessary measures to ensure the health and safety of any other Party’s employees, consultants and agents visiting their premises.

# Environment

* 1. When working on Site the Supplier must perform its obligations in accordance with UKEF’s current Environmental Policy, and UKEF must provide a copy of its written environmental policy (if any) to the Supplier.
  2. The Supplier must ensure that Supplier Staff are aware of the UKEF’s Environmental Policy.

# Tax

* 1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. UKEF cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
  2. Where the Charges payable under a Contract with UKEF exceed or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify UKEF of it within 5 Working Days including:
* the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
* other information relating to the Occasion of Tax Non-Compliance that UKEF may reasonably need  
  1. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
* comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
* indemnify UKEF against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or Claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff  
  1. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

* UKEF may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, UKEF can specify the information the Worker must provide and the deadline for responding
* the Worker’s contract may be terminated at UKEF’s request if the Worker fails to provide the information requested by UKEF within the time specified by UKEF
* the Worker’s contract may be terminated at UKEF’s request if the Worker provides information which UKEF considers isn’t good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
* UKEF may supply any information they receive from the Worker to HMRC for revenue collection and management.

## Conflict of Interest

* 1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
  2. The Supplier must promptly notify and, subject to Regulatory Compliance, provide details to UKEF if a Conflict of Interest happens or is expected to happen and must follow any direction made by UKEF in respect of the proper management and mitigation of the same.
  3. UKEF can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.
  4. The Supplier must not:
* knowingly act at any time during the term of the Contract in any capacity for any person, Financial Institution, firm or company in circumstances where a Conflict of Interest between such person, Financial Institution, firm or company and UKEF will thereby arise or exist in relation to the Deliverables;
* without the prior written consent of UKEF, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Deliverables; or
* pledge the credit of UKEF in any way; or
* engage in any conduct which in the reasonable opinion of UKEF is prejudicial to UKEF or the Crown.
  1. The Supplier shall immediately notify UKEF if it becomes aware of an actual or potential Conflict of Interest between its duty to UKEF and its duty to the Financial Institutions.
  2. The Supplier may, with the prior consent of UKEF, act for the Financial Institutions (other than any bank or other financial institution acting as trustee for the investors, or as arranger,  under a financing or refinancing in the debt capital markets in addition to UKEF) and shall ensure that:
* such arrangement will not give rise to a Conflict of Interest between the Supplier’s duty to UKEF and the Supplier’s duty to the Financial Institutions;
* the Supplier will not be advising the Financial Institutions on their position as against UKEF (including, without limitation, in relation to inter-creditor issues or any guarantee provided by UKEF); and
* any agreement between the Supplier and the Financial Institutions allows the Supplier to terminate its arrangement with the Financial Institutions in the event of a Conflict of Interest between the Supplier’s duty to UKEF and the Supplier’s duty to the Financial Institutions and to be appointed to continue to act solely for UKEF if UKEF so requires.
  1. If in the opinion of UKEF a Conflict of Interest has arisen or could arise between the Supplier’s duty to UKEF and its duty to the relevant Financial Institutions, UKEF shall notify the Supplier and the Supplier shall immediately cease to act for the Financial Institutions and UKEF shall, in its absolute discretion, determine whether the Supplier should continue to act solely for UKEF in relation to the Aerospace Transaction or whether another Supplier should be appointed to advise UKEF.

## Reporting a breach of the Contract

* 1. As soon as it is aware of it the Supplier and Supplier Staff must report to UKEF any actual or suspected breach of:
* Law
* Clause 12.1
* Clauses 27 to 32
  1. The Supplier must not retaliate against any of the Supplier Staff who in good faith report a breach listed in Clause 33.1 to UKEF or a Prescribed Person.

## Resolving Disputes

* 1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 calendar days of a written request from the other Party, meet in good faith to resolve the Dispute.
  2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
  3. Unless UKEF refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
* determine the Dispute
* grant interim remedies
* grant any other provisional or protective relief  
  1. The Supplier agrees that UKEF has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
  2. UKEF has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless UKEF has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
  3. The Supplier cannot suspend the performance of a Contract during any Dispute.

## Business Continuity and Disaster Recovery Processes

* 1. The Supplier shall implement appropriate arrangements and processes which ensure:
     + continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
     + the recovery of the Deliverables in the event of a Disaster.

**Business Continuity Disaster Recovery Plan**

* 1. The Supplier shall within 40 Working Days of the Framework Start Date prepare and deliver to UKEF a plan (a **“BCDR Plan”**), which shall detail the arrangements and processes that the Supplier shall follow to:
     + ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services;
     + the recovery of the Services in the event of a Disaster.
  2. The Supplier shall review the BCDR Plan on a regular basis and as a minimum once every six (6) Months.
  3. Where UKEF has identified in the Call-Off Order Form that a Call-Off Contract specific BCDR plan will be required, the Supplier shall prepare and deliver a BCDR plan in accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery).

Implementing the BCDR Plan

* 1. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform UKEF promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of UKEF.

**Testing the BCDR Plan**

* 1. The Supplier shall test the BCDR Plan:
     + regularly and in any event not less than once in every Contract Year;
     + in the event of any major reconfiguration of the Deliverables;
     + at any time where UKEF considers it necessary (acting in its sole discretion).

Circumstances beyond your control

* 1. The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

## Which Law applies

* 1. This Contract and any issues arising out of, or connected to it, are governed by English Law.