DATED [insert date]

 **Crown Commercial Service (CCS)**

**and**

**[SUPPLIER NAME]**

**CONSTRUCTION PRODUCTS, CONSUMABLES AND MATERIALS FRAMEWORK AGREEMENT**

**Agreement Ref: RM3837**

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This Agreement is made on [insert date]

**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) [COMPANY NAME] under company number [INSERT COMPANY NUMBER] which is a company registered in [England and Wales] whose registered office is at [INSERT ADDRESS] (the "Supplier").

**RECITALS:**

The Authority placed a contract notice *TED* **[CONTRACT NOTICE NUMBER]**

1. On [DATE] (the "OJEU Notice") in the Official Journal of the European Union seeking Bids from providers of Construction Products, Consumables and Materials interested in entering into a framework arrangement for the supply of such Goods and/or Services to Contracting Authority’s.
2. On [DATE]the Authority issued issued an invitation to tender (the "**Invitation to Tender**") for the provision of RM3837 Construction Products, Consumables and Materials*.*
3. In response to the Invitation to Tender, the Supplier submitted a Bid to the Authority in respect of this Framework Agreement (set out in Framework Schedule 20 (Bid)) (the “**Bid**”) through which it represented to the Authority that it is capable of delivering the Goods and/or 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 Bid in relation to its competence, professionalism and ability to provide the Goods and/or Services in an efficient and cost effective manner.
4. On the basis of the Bid, the Authority selected the Supplier to enter into a framework agreement for [Lots 1 to 9 inclusive] along with a number of other suppliers appointed to the Framework to provide the Goods and/or Services to Contracting Authority’s from time to time on a call off basis in accordance with this Framework Agreement.
5. This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Goods and/or Services which may be required by Contracting Authority’s, the template terms and conditions for any Call Off Agreement which Contracting Authority’s may enter into and the obligations of the Supplier during and after the Framework Period.
6. 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.
7. PRELIMINARIES
8. DEFINITIONS AND INTERPRETATION
	1. Definitions
		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.
		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.
	2. Interpretation
		1. In this Framework Agreement, unless the context otherwise requires:
			1. the singular includes the plural and vice versa;
			2. reference to a gender includes the other gender and the neuter;
			3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
			4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
			5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
			6. references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
			7. 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;
			8. 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;
			9. any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
			10. the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
		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:
			1. the Clauses and Framework Schedule 1 (Definitions);
			2. Framework Schedules 1 to 19inclusive;
			3. Framework Schedule 20 (Bid).
		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:
			1. 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
			2. subject to Clause 1.2.4, the Call Off Agreement shall prevail over Framework Schedule 20 (Bid).
		4. Where Framework Schedule 20 (Bid) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Bid shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Bid is more favourable to it in relation to this Framework Agreement.
9. DUE DILIGENCE

The Supplier acknowledges that:

* + 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. it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
		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.
		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 by entitled to recover any additional costs or charges, arising as a result of any:
			1. misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere; and/or
			2. failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.
1. SUPPLIER'S APPOINTMENT

The Authority hereby appoints the Supplier as a potential provider of the Goods and/or Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements by the Authority and Other Contracting Authority’s during the Framework Period.

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).

1. SCOPE OF FRAMEWORK AGREEMENT

Without prejudice to Clause 44 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and/or Services by the Supplier.

The Supplier acknowledges and agrees that:

* + 1. there is no obligation whatsoever on the Authority or on any Other Contracting Authority to invite or select the Supplier to provide any Goods and/or Services and/or to purchase any Goods and/or Services under this Framework Agreement and
		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 Authority’s in relation to the provision of the Goods and/or 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 goods and/or services which are the same as or similar to the Goods and/or Services.

In the event that any Other Contracting Authority makes an approach to the Supplier with a request for the supply of Equivalent Goods and/or Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Authority, and before any supply of Equivalent Goods and/or 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 Goods and/or Services pursuant to this Framework Agreement.

1. CALL OFF PROCEDURE

If the Authority or any Other Contracting Authority decides to source any of the Goods and/or Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Agreements for the Goods and/or Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).

The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

1. ASSISTANCE IN RELATED PROCUREMENTS

Where a Relevant Supplier is bidding to provide New Goods and/or Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Goods and/or Services to a Contracting 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:

* + 1. carry out appropriate due diligence with respect to the provision of the New Goods and/or Services;
		2. effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Goods and/or Services and the New Goods and/or Services;
		3. carry out a fair Further Competition Procedure for the New Goods and/or Services; and
		4. make a proper assessment as to the risk related to the New Goods and/or Services.

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.

1. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

* + 1. it has full capacity and authority to enter into and to perform this Framework Agreement;
		2. this Framework Agreement is executed by its duly authorised representative;
		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
		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).

The Supplier represents and warrants that:

* + 1. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
		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;
		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;
		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;
		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 Bid, 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;
		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. 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 necessaryfor the performance of the Supplier’s obligations under this Framework Agreement;
		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 Authority’s.
		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;
		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;
		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 Goods and/or Services without Approval or the prior written consent of the relevant Contracting Authority; and
		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 Authority’s on the basis of their respective sizes.

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.

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.

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.

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.

1. GUARANTEE

Where the Authority notifies the Supplier that the award of this Framework Agreement shall be conditional upon receipt of a valid Framework Guarantee, then on or prior to the execution of the Framework Agreement the Supplier shall deliver to the Authority:

* + 1. an executed Framework Guarantee from a Framework Guarantor; and
		2. a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.

The Authority may in its sole discretion at any time agree to waive compliance with the requirement in Clause 8.1 by giving the Supplier notice in writing.

 Where a Contracting Authority notifies the Supplier that the award of a Call Off Agreement by that Contracting Authority shall be conditional upon receipt of a valid Call Off Guarantee, then, on or prior to the execution of that Call Off Agreement the Supplier shall deliver to the Contracting Authority:

* + 1. an executed Call Off Guarantee from a Call Off Guarantor; and
		2. a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

The Contracting Authority may in its sole discretion at any time agree to waive compliance with the requirement in Clause 8.3 by giving the Supplier notice in writing.

1. DURATION OF FRAMEWORK AGREEMENT
2. FRAMEWORK PERIOD

This Framework Agreement shall take effect on the Framework Commencement Date and shall expire either:

* + 1. at the end of the Initial Framework Period; or
		2. unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.
1. FRAMEWORK AGREEMENT PERFORMANCE
2. FRAMEWORK AGREEMENT PERFORMANCE

The Supplier shall perform its obligations under this Framework Agreement in accordance with:

* + 1. The requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);
		2. the terms and conditions of the respective Call Off Agreements;
		3. Good Industry Practice;
		4. all applicable Standards; and
		5. in compliance with all applicable Law.

The Supplier shall bring to the attention of the Authority, any conflict between any of the requirements of Clause 10.1 and shall comply with the Authority's decision on the resolution of any such conflict.

1. KEY PERFORMANCE INDICATORS

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 1 (Goods and/or Services and Key Performance Indicators).

1. STANDARDS

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 (Goods and/or Services and Key Performance Indicators).

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 Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

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 Goods and/or Services is explained to the Authority and the Contracting Authority (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

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.

Where a standard, policy or document is referred to in Framework Schedule 2 (Goods and/or 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.

1. CYBER ESSENTIALS SCHEME CONDITION

Where CCS has notified the Supplier that the award of this Framework Agreement is conditional upon receipt of a valid Cyber Essentials Scheme Basic Certificate or equivalent. The Supplier must have delivered to CCS evidence of the same within six months from the framework commencement date.

Where the Supplier continues to Process Cyber Essentials Scheme Data during the Framework Period or the contract period of any Call Off Contract the Supplier shall deliver to CCS evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate or equivalent on each anniversary of the first applicable certificate obtained by the Supplier under Clause 13.1.

Where the Supplier is due to Process Cyber Essentials Scheme Data after the commencement date of the first Call Off Contract but before the end of the Framework Period or contact period of the last Call Off Contract, the Supplier shall deliver to CCS evidence of:

* + 1. a valid Cyber Essentials Scheme Basic Certificate or equivalent (before the Supplier Processes any such Cyber Essentials Scheme Data); and
		2. renewal of a valid Cyber Essentials Scheme Basic Certificate or equivalent on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 9.3.1.

In the event that the Supplier fails to comply with Clauses 13.2 or 13.3 (as applicable) CCS reserves the right to terminate this Framework Agreement for material Default.

1. NOT USED
2. CONTINUOUS IMPROVEMENT

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

1. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

The Supplier shall perform all its obligations under all Call Off Agreements entered into with the Authority or any Other Contracting Authority:

* + 1. in accordance with the requirements of this Framework Agreement;
		2. in accordance with the terms and conditions of the respective Call Off Agreements.

The Supplier shall draw any conflict in the application of any of the requirements of Clauses 15.1.1 and 15.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

1. FRAMEWORK AGREEMENT GOVERNANCE
2. FRAMEWORK AGREEMENT MANAGEMENT

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

1. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

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

* + 1. seven (7) years after the date of termination or expiry of this Framework Agreement; or
		2. seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or
		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 Authority’s, the Goods and/or 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.

The Supplier shall keep the records and accounts referred to in Clause 17.1 in accordance with Good Industry Practice and Law.

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.

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:

* + 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;
		2. all related invoices are completely and accurately included in the MI Reports;
		3. all Charges to Contracting Authority’s comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and
		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 competitive 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.

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.

The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 17.1 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:

* + 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);
		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;
		3. verify the Open Book Data;
		4. verify the Supplier’s and each Sub-Contractor’s compliance with the applicable Law;
		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;
		6. identify or investigate any circumstances which may impact upon the financial stability of the Supplier ,the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;
		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;
		8. review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
		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;
		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;
		11. verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
		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;
		13. review the integrity, confidentiality and security of the Authority Personal Data; and/or
		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.

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.

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:

* + 1. all information within the scope of the Audit requested by the Auditor;
		2. reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods and/or Services; and
		3. access to the Supplier Personnel.

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.

If an Audit reveals that:

* + 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
		2. a material Default has been committed by the Supplier;

then the Authority shall be entitled to terminate this Framework Agreement.

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 17.9.

1. CHANGE
	1. Variation Procedure
		1. Subject to the provisions of this Clause 18 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 request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a **"Variation**".
		2. 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 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.
		3. The Supplier shall respond to the Authority’s request pursuant to Clause 18.1.2 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.
		4. In the event that:
			1. the Supplier is unable to agree to or provide the Variation; and/or
			2. 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,
			3. the Authority may:
				1. agree to continue to perform its obligations under this Framework Agreement without the Variation; or
				2. terminate this Framework Agreement with immediate effect.
	2. Legislative Change
		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:
			1. a General Change in Law; or
			2. a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.
		2. If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 18.2.1(b)), the Supplier shall:
			1. notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Framework Prices or this Framework Agreement; and
			2. provide the Authority with evidence:
				1. 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;
				2. as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
				3. 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.
		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 18.2.1(b) shall be implemented in accordance with Clause 18.1(Variation Procedure).
2. MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS
3. MANAGEMENT CHARGE

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 19.

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:

* + 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
		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.

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 19.2 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.

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.

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.

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.

1. PROMOTING TAX COMPLIANCE

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

* + 1. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
		2. promptly provide to the Authority:
			1. 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
			2. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonable require.

In the event that the Supplier fails to comply with this Clause 20 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.

1. BENCHMARKING

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 Goods and/or Services.

1. FINANCIAL DISTRESS – not used
2. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS
3. STAFF TRANSFER – NOT USED
4. SUPPLY CHAIN RIGHTS AND PROTECTION
	1. Appointment of Key Sub-Contractors
		1. The Authority has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
		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 24.1.3. 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:
			1. the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
			2. the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
			3. the proposed Key Sub-Contractor employs unfit persons.
		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:
			1. the proposed Key Sub-Contractor’s name, registered office and company registration number;
			2. the scope/description of any Goods and/or Services to be provided by the proposed Key Sub-Contractor;
			3. 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;
			4. Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
			5. Credit Rating Threshold (as defined in Framework Schedule 16 (Financial Distress)) of the Key Sub-Contractor.
		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 24.1.3, the Supplier shall also provide:
			1. a copy of the proposed Key Sub-Contract; and
			2. any further information reasonably requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Agreement.
		5. The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
			1. provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
			2. a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
			3. a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;
			4. 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;
			5. obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
				1. the data protection requirements set out in Clause 26.5 (Protection of Personal Data);
				2. the FOIA requirements set out in Clause 26.4 (Freedom of Information);
				3. the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 27 (Publicity and Branding);
				4. the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
				5. the conduct of audits set out in Clause 17 (Records, Audit Access and Open Book Data);
				6. 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 32 (Authority Termination Rights) and 34 (Consequences of Expiry or Termination) of this Framework Agreement;
			6. a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority;
	2. Supply Chain Protection
		1. The Supplier shall ensure that all Sub-Contracts contain a provision:
			1. requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
			2. a right for 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.
		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;
		3. Notwithstanding any provision of Clauses  26.2 (Confidentiality) and 27 (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).
	3. Termination of Sub-Contracts
		1. The Authority may require the Supplier to terminate:
			1. a Sub-Contract where:
				1. 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 32 (Authority Termination Rights) except Clause 32.6 (Termination Without Cause); and/or
				2. the relevant Sub-Contractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor’s obligations in relation to the Goods and/or Services or otherwise; and/or
			2. a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-contractor, unless:
				1. the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
				2. 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.
		2. Where the Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 24.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Goods and/or Services.
	4. Competitive Terms
		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 Goods and/or Services, then the Authority may:
			1. 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
			2. subject to Clause 24.3 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
		2. If the Authority exercises either option pursuant to Clause 24.4.1, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 18.1 (Variation Procedure).
		3. The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:
			1. the Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
			2. 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.
	5. Retention of Legal Obligations
		1. Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 24, 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.
5. INTELLECTUAL PROPERTY AND INFORMATION
6. INTELLECTUAL PROPERTY RIGHTS
	1. Allocation of title to IPR
		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.
		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 25.1.1, 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).
		3. Subject to Clauses 25.1.4, 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.
		4. Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Authority’s logo exclusively in connection with the provision of the Goods and/or Services during the Framework Period and for no other purpose.
	2. IPR Indemnity
		1. The Supplier shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
		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.
		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:
			1. procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
			2. replace or modify the relevant item with non-infringing substitutes provided that:
				1. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
				2. the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
				3. there is no additional cost to the Authority; and
				4. the terms and conditions of this Framework Agreement shall apply to the replaced or modified Goods and/or Services.
		4. If the Supplier elects to procure a licence in accordance with Clause 25.2.3(a) or to modify or replace an item pursuant to Clause 25.2.3(b), but this has not avoided or resolved the IPR Claim, then:
			1. the Authority may terminate this Framework Agreement by written notice with immediate effect; and
			2. without prejudice to the indemnity set out in Clause 25.2.2, 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.
7. PROVISION AND PROTECTION OF INFORMATION
	1. Provision of Management Information
		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).
		2. The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
			1. use and to share with any Other Contracting Authority and Relevant Person; and/or
			2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Authority 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.

* + 1. 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.
		2. The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 26.1.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.
	1. Confidentiality
		1. For the purposes of this Clause 26.2, 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.
		2. Except to the extent set out in this Clause 26.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:
			1. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
			2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
			3. not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
			4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
		3. The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
			1. the Recipient is required to disclose the Confidential Information by Law, provided that Clause 26.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
			2. the need for such disclosure arises out of or in connection with:
				1. any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
				2. 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
				3. the conduct of a Central Government Body review in respect of this Framework Agreement; or
			3. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
		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.
		5. Subject to Clauses 26.2.2 and 26.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:
			1. Supplier Personnel who are directly involved in the provision of theGoods and/or Services and need to know the Confidential Information to enable the performance of the Supplier’s obligations under this Framework Agreement; and
			2. its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
		6. Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 26.2.5, 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.
		7. The Authority may disclose the Confidential Information of the Supplier:
			1. 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 Authority’s;
			2. to the Parliament and any committees of the British Parliament or if required by any Parliamentary reporting requirement;
			3. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
			4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 26.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
			5. on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
			6. to a proposed transferee, assignee or novatee of, or successor in title to the Authority,
			7. 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 26.2.7.
		8. For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 26.2.7 shall include information relating to Call Off Agreements, including service levels, pricing information (which includes information on prices bid 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.
		9. Nothing in this Clause 26.2 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.
		10. In the event that the Supplier fails to comply with Clauses 26.2.2 to 26.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.
	2. Transparency
		1. The Parties acknowledge that

(a) the Transparency Reports; and

(b) the content of this Framework Agreement, including any changes to this Framework Agreement agreed from time to time, except for –

(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and

(ii) Commercially Sensitive Information;

(together the “**Transparency Information**”) are not Confidential Information.

* + 1. Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion
		2. The Supplier shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Framework Schedule 22 (Transparency Reports).
		3. If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.
		4. The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Framework Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.
		5. The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information and Open Book Data) publish such Information. The Supplier shall provide to the Authority within 5 working days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.
	1. Freedom of Information
		1. The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
			1. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
			2. transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
			3. provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier’s possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
			4. not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
		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 Freedom of Information Code of Practice issued 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.
	2. Protection of Personal Data
		1. The Supplier must process Personal Data and ensure that Supplier Personnel process Personal Data only in accordance with Schedule 21 (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 the Authority copies every 6 Months.
		4. If at any time the Supplier suspects or has reason to believe that the Government Data provided under this Framework Agreement is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
		5. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
			1. 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 the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;
			2. restore the Government Data itself or using a third party.
		6. The Supplier must pay the Authority’s reasonable costs of complying with Clause 26.5.5 unless the Authority is at fault.
		7. The Supplier:
			1. must provide the Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
			2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
			3. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
			4. securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
			5. indemnifies the Authority against any and all Losses incurred if the Supplier breaches Clause 26.5 and any Data Protection Legislation.
1. PUBLICITY AND BRANDING

Subject to Clause 28 (Marketing), the Supplier shall not:

* + 1. make any press announcements or publicise this Framework Agreement in any way; or
		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).

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 Goods and/or Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

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.

1. MARKETING

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

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.

1. LIABILITY AND INSURANCE
2. LIABILITY

Neither Party excludes or limits its liability for:

* + 1. death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
		2. bribery or Fraud by it or its employees; or
		3. any liability to the extent it cannot be excluded or limited by Law.

The Supplier does not exclude or limit its liability in respect of the indemnity of clause 25.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

Subject to Clauses 29.1 and 29.2, 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 by the other Party shall in no event exceed:

* + 1. in relation to any Defaults occurring from the Framework Commencement Date to the end of the first Contract Year, one hundred thousand pounds (£100,000)
		2. in relation to any Defaults occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, the sum of one hundred thousand pounds (£100,000) in each such Contract; and
		3. in relation to any Defaults occurring in each Contract Year that commences after the end of the Framework Period, one hundred thousand pounds (£100,000) in each such Contract Year.

Subject to Clause 29.1, neither Party shall be liable to the other Party for any:

* + 1. indirect, special or consequential Loss;
		2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

Subject to Clause 29.3,and notwithstanding Clause 29.4, 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:

* + 1. any Management Charge or Default Management Charge which are due and payable to the Authority;
		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;
		3. any wasted expenditure or charges;
		4. the additional cost of procuring Replacement Goods and/or Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Framework Agreement;
		5. any compensation or interest paid to a third party by the Authority;
		6. any fine, penalty or costs incurred by the Authority pursuant to Law.

Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.

Any Default Management Charge shall not be taken into consideration when calculating the Supplier’s liability under Clause 29.3.

For the avoidance of doubt, the Parties acknowledge and agree that this Clause 29 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.

1. INSURANCE

The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Call Off 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).

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.

1. REMEDIES
2. AUTHORITY REMEDIES

Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 32.2 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

* + 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.
		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.
		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.
		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:
			1. fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
			2. 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.

1. TERMINATION AND SUSPENSION
2. AUTHORITY TERMINATION RIGHTS
	1. Termination in Relation To Guarantee
		1. Where the Supplier has procured a Framework Guarantee pursuant to Clause 8.1 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:
			1. the Framework Guarantor withdraws the Framework Guarantee for any reason whatsoever;
			2. the Framework Guarantor is in breach or anticipatory breach of the Framework Guarantee;
			3. an Insolvency Event occurs in respect of the Framework Guarantor; or
			4. the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever;

and in each case the Framework Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority; or

* + - 1. the Supplier fails to provide the documentation required by Clause 8.1 by the date so specified by the Authority.
		1. Where the Supplier is required to procure a Call Off Guarantee pursuant to Clause 8.3 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:
			1. the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
			2. the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
			3. an Insolvency Event occurs in respect of the Call Off Guarantor;
			4. the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever;

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority; or

* + - 1. the Supplier fails to provide the documentation required by Clause 8.3 by the date so specified by the Contracting Authority.
	1. Termination on Material Default
		1. The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:
			1. the Supplier fails to accept a Call Off Agreement pursuant to paragraph 7.2 of Framework Schedule 5 (Call Off Procedure);
			2. a Contracting Authority terminates a Call Off Agreement for the Supplier’s breach of that Call Off Agreement;
			3. an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
			4. NOT USED
			5. the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
			6. in the event of two or more failures by the Supplier to meet the KPI Targets (except in relation to the “Spend under Management” KPI set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators)), whether the failures relate to the same or different KPI targets, in any rolling period of three (3) months;
			7. the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
				1. Clause 18.1.4(c)(ii).(Variation Procedure);
				2. Clause 26.2.10 (Confidentiality);
				3. Clause 39.6.2 (Prevention of Fraud and Bribery);
				4. Clause 35.1.2 (Compliance)
				5. Clause  40.3 (Conflicts of Interest);
				6. paragraph 6.2 of Framework Schedule 9 (Management Information); and/or
				7. anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
			8. the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
				1. Clause 7 (Representations and Warranties) except Clause 7.2.6;
				2. Clause 10 (Framework Agreement Performance);
				3. Clause 17 (Records, Audit Access and Open Book Data);
				4. Clause 19 (Management Charge);
				5. Clause 20 (Promoting Tax Compliance);
				6. Clause 24 (Supply Chain Rights and Protection);
				7. Clause 26.1 (Provision of Management Information);
				8. Clause 26.4 (Freedom of Information);
				9. Clause 26.5 (Protection of Personal Data);
				10. paragraph 1.2 of Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
				11. Annex 2 (Joint Controller Agreement) of Schedule 21 (Processing Data)
			9. 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;
			10. the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or
			11. 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.
	2. NOT USED

* 1. Termination on Insolvency
		1. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.
	2. Termination on Change of Control
		1. The Supplier shall notify the Authority immediately 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 any 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:
			1. being notified in writing that a Change of Control is planned or in contemplation or has occurred; or
			2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is planned or in contemplation or has occurred,

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

* 1. Termination Without Cause
		1. The Authority may terminate this Framework Agreement or any Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. A Contracting Authority may terminate any Contract it is party to in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Authority or the Contracting Authority (as the case may be) shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss on anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
	2. Partial Termination
		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 32.7 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.
		2. The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 18.1 (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:
			1. the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Goods and/or 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 32 (Authority Termination Rights) with the exception of Clause 32.6 (Termination Without Cause); and
			2. the Supplier shall not be entitled to reject the variation.
1. SUSPENSION OF SUPPLIER'S APPOINTMENT

If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 32 (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.

Any suspension under Clause 33.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.

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.

If the Authority provides notice to the Supplier in accordance with this Clause 33.1, 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.

For the avoidance of doubt, no period of suspension under this Clause 33 shall result in an extension of the Framework Period.

1. CONSEQUENCES OF EXPIRY OR TERMINATION

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 34.

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.

If the Authority terminates this Framework Agreement under Clause  32.2 (Termination on Material Default) and then makes other arrangements for the supply of the Goods and/or Services to Contracting Authority’s, 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 Goods and/or 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.

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).

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.

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:

* + 1. Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 10 (Framework Agreement Performance), 17 (Records, Audit Access and Open Book Data), 19 (Management Charge), 25 (Intellectual Property Rights), 26.1 (Provision of Management Information), 26.2 (Confidentiality), 26.3 (Transparency), 26.4 (Freedom of Information), 26.5 (Protection of Personal Data), 29 (Liability), 30 (Insurance), 34 (Consequences of Expiry or Termination), 35 (Compliance), 37 (Waiver and Cumulative Remedies), 39 (Prevention of Fraud and Bribery), 41 (Severance), 43 (Entire Agreement), 44 (Third Party Rights), 45 (Notices), 46 (Complaints Handling), 47 (Dispute Resolution) and 48 (Governing Law and Jurisdiction); and
		2. Framework Schedules 2 (Goods and/or 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), 13 (Guarantee), 14 (Insurance Requirements), 17 (Commercially Sensitive Information) and 19 (Bid).
1. MISCELLANEOUS AND GOVERNING LAW
2. COMPLIANCE
	1. Compliance with Law
		1. The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
		2. In the event that the Supplier or the Supplier Personnel fails to comply with Clause 35.1.1, 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.
	2. Equality and Diversity
		1. The Supplier shall:
			1. perform its obligations under this Framework Agreement (including those in relation to the provision of the Goods and/or Services) in accordance with:
				1. all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
				2. 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;
			2. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
	3. Official Secrets Act and Finance Act
		1. The Supplier shall comply with the provisions of:
			1. the Official Secrets Acts 1911 to 1989; and
			2. section 182 of the Finance Act 1989.
3. ASSIGNMENT AND NOVATION

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.

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:

* + 1. any Other Contracting Authority; or
		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
		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 36.2.

A change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 36.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

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 32.4 (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 32.4 (Termination on Insolvency)) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

1. WAIVER AND CUMULATIVE REMEDIES

The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 45 (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.

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.

1. RELATIONSHIP OF THE PARTIES

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.

1. PREVENTION OF FRAUD AND BRIBERY

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:

* + 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
		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.

The Supplier shall not during the Framework Period:

* + 1. commit a Prohibited Act; and/or
		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.

The Supplier shall during the Framework Period:

* + 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;
		2. keep appropriate records of its compliance with its obligations under Clause 39.3.1 and make such records available to the Authority on request;
		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 39.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Goods and/or Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and
		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.

The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 39.1, or has reason to believe that it has or any of the Supplier Personnel has:

* + 1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
		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
		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.

If the Supplier makes a notification to the Authority pursuant to Clause 39.4, 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 17 (Records, Audit Access and Open Book Data).

If the Supplier breaches Clause 39.1,the Authority may by notice:

* + 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
		2. immediately terminate this Framework Agreement for material Default.

Any notice served by the Authority under Clause 39.6 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).

1. CONFLICTS OF INTEREST

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 Authority’s under the provisions of this Framework Agreement or any Call Off Agreement.

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 40.1 arises or may reasonably been foreseen as arising.

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.

1. SEVERANCE

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.

In the event that any deemed deletion under Clause 41.1 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.

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 41.2, 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 41.

1. FURTHER ASSURANCES

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.

1. ENTIRE AGREEMENT

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.

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.

Nothing in this Clause 43 shall exclude any liability in respect of misrepresentations made fraudulently.

1. THIRD PARTY RIGHTS

The provisions of:

* + 1. Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties) , 8 (Guarantee), 15 (Call Off Performance Under Framework Agreement Performance), 17 (Records, Audit Access and Open Book Data), 26.5 (Protection of Personal Data), 30 (Insurance), 35.2 (Equality and Diversity) and 44 (Third Party Rights); and
		2. Framework Schedules 3 (Framework Prices and Charging Structure ), 5 (Call Off Procedure), 13 (Guarantee), 14 (Insurance Requirements) and 20 (Bid),

(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.

Subject to Clause 44.1, 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.

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.

Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 44.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

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.

1. NOTICES

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

Subject to Clause 45.3, 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 45.3) | 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 |

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 45.2:

* + 1. any Termination Notice under Clause 32 (Authority Termination Rights), including in respect of partial termination;
		2. any notice in respect of:
			1. Suspension of Supplier’s appointment (Clause 33)
			2. Waiver (Clause 37);
			3. Default or default of the Authority; and
		3. any Dispute Notice.

Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 45.3 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 45.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

This Clause 45 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).

For the purposes of this Clause 45,the address of each Party shall be:

* + 1. For the Authority:

**Crown Commercial Services**

 9th Floor,

 The Capital,

 Old Hall Street,

 Liverpool

 L3 9PP

And a copy of such notice or communication shall be sent to:-

The above address

For the attention of: Commercial Agreement Manager

* + 1. For the Supplier:

[INSERT SUPPLIER NAME]

For the attention of: Suppliers representative

Either Party may change its address for service by serving a notice in accordance with this Clause 45.

This Clause 45 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)

1. COMPLAINTS HANDLING

Either Party shall notify the other Party of any Complaints made by Other Contracting Authority’s, 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.

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.

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.

1. DISPUTE RESOLUTION

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

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

1. GOVERNING LAW AND JURISDICTION

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.

Subject to Clause 47 (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.

Framework signature page

IN WITNESS of which this Framework Agreement has been duly executed by the Parties.

Signed duly authorised for and behalf of the SUPPLIER

Signature ………………………………………………………..

Name …………………………………………………………….

Position …………………………………………………………

Date ……………………………………………………………...

Signed for and behalf of the AUTHORITY

Signature ………………………………………………………..

Name …………………………………………………………….

Position …………………………………………………………

Date ……………………………………………………………...

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:

|  |  |
| --- | --- |
| "Admin Fees" | 1. means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges.
 |
| "Affiliates" | 1. 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" | 1. means the prior written consent of the Authority and "**Approve**" and "**Approved**" shall be construed accordingly;
 |
| "Audit" | 1. means an audit carried out pursuant to Clause 17 (Records, Audit Access and Open Book Data);
 |
| "Audit Report" | 1. means a report summarising the testing completed and the actions arising following an Audit;
 |
| "Auditor" | 1. 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"“Authority Cause”  | 1. 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;

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" | 1. means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier;
 |
| "Authority Representative" | 1. means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
 |
| "Authority's Confidential Information" | 1. 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 Authority’s, 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;
 |
| "Bid" | 1. means the Bid submitted by the Supplier to the Authority on a copy of which is set out in Framework Schedule 20 (Bid);
 |
| "Branding Guidance" | 1. means the Authority's guidance in relation to the use of branding

available at: https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines |
| "Call Off Agreement" | 1. means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
 |
| "Call Off Guarantee" | 1. 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" | 1. means the person acceptable to a Contracting Authority to give a Call Off Guarantee;
 |
| "Call Off Procedure" | 1. means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
 |
| "CEDR" | 1. means the Centre for Effective Dispute Resolution;
 |
| "Central Government Body" | 1. 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:
	1. Government Department;
	2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	3. Non-Ministerial Department; or
	4. Executive Agency;
 |
| "Change in Law" | 1. means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
 |
| "Change of Control" | 1. means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
 |
| "Charges" | 1. 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" | 1. 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" | 1. means the Supplier’s Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information:
	1. 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
	2. that constitutes a trade secret;
 |
| "Comparable Supply" | 1. means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
 |
| "Complaint" | 1. 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 46 (Complaints Handling);
 |
| "Confidential Information" | 1. means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
 |
| "Continuous Improvement Plan" | 1. means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
 |
| "Contract Year" | 1. means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
 |
| "Contracting Authority’s" | 1. means bodies listed in paragraph VI.3 of the OJEU Notice and “**Contracting Authority**” shall be construed accordingly;
 |
| "Control" | 1. 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;
 |
| “Controller”"Costs" | 1. has the meaning given to it in the GDPR;
2. means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:
	1. the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:
		1. base salary paid to the Supplier Personnel;
		2. employer’s national insurance contributions;
		3. pension contributions;
		4. car allowances;
		5. any other contractual employment benefits;
		6. staff training;
		7. work place accommodation;
		8. work place IT equipment and tools reasonably necessary to provide  the Goods and/or Services (but not including items included within limb (b) below); and
		9. reasonable recruitment costs, as agreed with the Contracting Authority’s under any Call Off Agreements;
	2. 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 Authority’s 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;
	3. 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 Goods and/or Services;
3. but excluding:
	* 1. Overhead;
		2. financing or similar costs;
		3. 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;
		4. taxation;
		5. fines and penalties;
		6. amounts payable under the benchmarking provisions of Framework Schedule 12  (Continuous Improvement and Benchmarking); and
		7. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
 |
| "Crown Body" | 1. means any department, office or executive agency of the Crown;
 |
| "CRTPA" | 1. means the Contracts (Rights of Third Parties) Act 1999;
 |
| “Data Loss Event”“Data Protection Impact Assessment”"Data Protection Legislation" | 1. any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
2. an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
3. (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
4.
 |
| “Data Protection Officer”"Data Subject" | 1. has the meaning given to in the GDPR;
2. has the meaning given to it in the GDPR;
 |
| "Data Subject Access Request" | 1. means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
 |
| "Default" | 1. 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" | 1. has the meaning given to it in paragraph 6.2 of Framework Schedule 9 (Management Information);
 |
| "Direct Award Criteria" | 1. means the award criteria to be applied for the direct award of Call Off Agreements for Goods and/or Services set out in Part A of Framework Schedule 6 (Award Criteria);
 |
| "Dispute" | 1. means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the procedure for variations in Clause 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" | 1. 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" | 1. means the dispute resolution procedure set out in Framework Schedule 18 (Dispute Resolution);
 |
| "DOTAS" | 1. 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 2018" | 1. means the Data Protection Act 2018;
 |
| "Due Diligence Information" | 1. 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" | 1. means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
 |
| "Equivalent Goods and/or Services" | 1. means goods and/or services which the Supplier can supply which are the same or similar to the Goods and/or Services;
 |
|  |  |
| “Extension Framework Period”  | 1. means such period or periods up to a maximum of two years in total as may be specified by the Authority pursuant to Clause 9.2 (Framework Period);
 |
| "FOIA" | 1. 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" | 1. means the framework arrangements established by the Authority for the provision of the Goods and/or Services to Contracting Authority’s by suppliers (including the Supplier) pursuant to the OJEU Notice;
 |
| "Framework Agreement" | 1. means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
 |
| "Framework Commencement Date" | 1. means [ ];
 |
| "Framework Guarantee" | 1. means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 (Guarantee);]
 |
| "Framework Guarantor" | 1. means any person acceptable to the Authority to give a Framework Guarantee;
 |
| "Framework Period" | 1. means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
 |
| "Framework Price(s)" | 1. means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
 |
| "Framework Schedules" | 1. means the schedules to this Framework Agreement;
 |
| "Framework Suppliers" | 1. means thesuppliers (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" | 1. 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 offorgery;
 |
| "Further Competition Award Criteria" | 1. means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);
 |
| "Further Competition Procedure" | 1. means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
 |
| “GDPR”"General Anti-Abuse Rule" | 1. means the General Data Protection Regulation (Regulation EU 2016/679);
2. 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" | 1. 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" | 1. means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
 |
| "Goods" | 1. means the goods described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to Contracting Authority’s;
 |
| "Goods and/or Services Requirements" | 1. means the requirements of the Authority or any other Contracting Authority (as appropriate) for the Goods and/or Services from time to time;
 |
| "Government"“Government Data” | 1. means the government of the United Kingdom (including the Northern Ireland Executive, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which:* + 1. are supplied to the Supplier by or on behalf of the Authority; or
		2. the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement; or
1. any Personal Data for which the Authority is the Controller;
 |
| "Halifax Abuse Principle" | 1. means the principle explained in the CJEU Case C-255/02 Halifax and others;
 |
| "Holding Company" | 1. has the meaning given to it in section 1159 of the Companies Act 2006;
 |
| "Improvement Plan" | 1. means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 31.1.1 (Authority Remedies);
 |
| "Improvement Notice" | 1. means the notice issued by the Authority to the Supplier pursuant to Clause 31.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Goods and/or Services;
 |
| “Independent Control”"Information" | 1. where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly;
2. has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
 |
| “Initial Framework Period”  | 1. means the period from the Framework Commencement Date until a date which ends eighteen months thereafter;
 |
| "Insolvency Event" | 1. means, in respect of the Supplier or Framework Guarantor (as applicable):
	1. 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
	2. 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
	3. 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
	4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
	5. 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
	6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
	7. 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
	8. 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
	9. 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""Invitation to Tender" or “ITT” | 1. means:
	1. 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;
	2. 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
	3. all other rights having equivalent or similar effect in any country or jurisdiction;

has the meaning given to it in the recitals to this Framework Agreement; |
| “Joint Controllers”"Key Sub-Contract" | 1. where two or more Controllers jointly determine the purposes and means of processing;
2. means each Sub-Contract with a Key Sub-Contractor;
 |
| "Key Sub-Contractors" | 1. means any Sub-Contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services;
 |
| "IPR Claim" | 1. 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" | 1. means the performance measurements and targets set out in Part B of Framework Schedule 1 (Goods and/or Services and Key Performance Indicators);
 |
| "Know-How" | 1. means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
 |
| "KPI Target" | 1. means the acceptable performance level for a KPI as set out in relation to each KPI;
 |
| "Law" | 1. 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;
 |
| “LED”"Legacy Goods and/or Services" | 1. Law Enforcement Directive (Directive (EU) 2016/680);
2. means goods and/or services similar to the New Goods and/or Services and/or goods and/or services which interface with or are intended to interface with or be replaced by the New Goods and/or Services;
 |
| "Losses" | 1. means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation on otherwise and **“Loss”** shall be interpreted accordingly;
 |
| "Lot" | 1. means any of the [8] lots specified in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and "Lots" shall be construed accordingly;
 |
| "Management Charge" | 1. means the sum payable by the Supplier to the Authority being an amount equal to 1 per cent (1%) of all Charges for the Goods and/or Services invoiced to the Contracting Authority’s 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” | 1. means the management information specified in Framework Schedule 9 (Management Information);
 |
| "MI Default" | 1. has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
 |
| "MI Failure" | 1. means when an MI report:
	1. contains any material errors or material omissions or a missing mandatory field; or
	2. is submitted using an incorrect MI reporting Template; or
	3. is not submitted by the reporting date(including where a Nil Return should have been filed);
 |
|  |  |
| "MI Report" | 1. means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 9 (Management Information);
 |
| "MI Reporting Template" | 1. 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" | 1. 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" | 1. means 'Management Information System Online'. An online portal located at <https://miso.ccs.cabinetoffice.gov.uk> provided by the Authority for collection and receipt of Management Information;
 |
| "Month" | 1. means a calendar month and "**Monthly**" shall be interpreted accordingly;
 |
| "New Goods and/or Services" | 1. means goods and/or services which a Contracting Authority wishes to procure from a third party which are the same or similar to the Goods and/or Services;
 |
| "Nil Return" | 1. has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
 |
| "Occasion of Tax Non –Compliance" | 1. means where:
	1. 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:
		1. 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;
		2. 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
	2. 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" | 1. has the meaning given to it in Recital A;
 |
| "Open Book Data" | 1. 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:
	1. the Supplier’s Costs broken down against each Good and/or Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
	2. operating expenditure relating to the provision of the Goods and/or Services including an analysis showing:
		1. the unit costs and quantity of Goods and any other consumables and bought-in services;
		2. 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;
		3. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
	3. Overheads;
	4. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
	5. the Supplier Profit achieved over the Framework Period and term of any Call Off Agreements and on an annual basis;
	6. 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;
	7. an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and
	8. the actual Costs profile for each Service Period under any Call Off Agreements;
 |
| "Order" | 1. means an order for the provision of the Goods and/or Services placed by a Contracting Authority with the Supplier under a Call Off Agreement;
 |
| "Other Contracting Authority’s" | 1. means all Contracting Authority’s except the Authority and **“Other Contracting Authority”** shall be construed accordingly;
 |
| "Overhead" | 1. 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" | 1. means the Authority or the Supplier and **"Parties"** shall mean both of them;
 |
| "Personal Data" | 1. has the meaning given to it in the GDPR;
 |
| "Processing" | 1. has the meaning given to it in the GDPR;
 |
| “Processor”“Processor Personnel”"Prohibited Act" | 1. has the meaning given to it in the GDPR;
2. all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Framework Agreement;
3. means:
	1. 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:
		1. induce that person to perform improperly a relevant function or activity; or
		2. reward that person for improper performance of a relevant function or activity;
	2. or
	3. committing any offence:
		1. under the Bribery Act 2010; or
		2. under legislation creating offences concerning Fraud; or
		3. at common law concerning Fraud; or
		4. committing (or attempting or conspiring to commit) Fraud;
 |
| “Protective Measures”"Regulations" | 1. appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
2. means the Public Contracts Regulations 2015 (as amended) and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
 |
| "Relevant Person" | 1. means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Authority or other public body;
 |
| "Relevant Requirements" | 1. 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" | 1. means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
 |
| "Relevant Supplier" | 1. means a third party bidding to provide New Goods and/or Services;
 |
| "Replacement Goods and/or Services" | 1. means any goods and/or services which are substantially similar to any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement;
 |
| "Replacement Supplier" | 1. means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Authority from time to time;
 |
| "Reporting Date" | 1. 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" | 1. means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
 |
| "Invitation to Tender " or “ITT” | 1. has the meaning given to it in the recitals to this Framework Agreement;
 |
|  |  |
| "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 17 (Records, Audit Access and Open Book Data); |
| "Service Period" | 1. 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" | 1. means the services described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to Contracting Authority’s;
 |
| "Specific Change in Law" | 1. means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
 |
| "Standards" | 1. means:
	1. 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;
	2. any standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
	3. 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;
	4. any relevant Government codes of practice and guidance applicable from time to time.
 |
| "Statement of Requirements" | 1. means a statement issued by the Authority or any Other Contracting Authority detailing its Goods and/or Services Requirements issued in accordance with the Call Off Procedure;
 |
| “Storage Media”"Sub-Contract" | 1. the part of any device that is capable of storing and retrieving data;
2. means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services (or any part thereof) or to provide facilities or services necessary for the provision of the Goods and/or Services (or any part thereof) or necessary for the management, direction or control of the provision of the Goods and/or Services or any part thereof;
 |
| "Sub-Contractor" | 1. 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;
 |
| “Subprocessor”"Supplier" | 1. any third Party appointed to process Personal Data on behalf of that Processor related to the Framework Agreement;
2. means the person, firm or company stated in the preamble to this Framework Agreement;
 |
| "Supplier Action Plan" | 1. 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" | 1. 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" | 1. 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" | 1. 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" | 1. means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
 |
| "Supplier's Confidential Information" | 1. 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;
 |
| "Template Call Off Terms" | 1. means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
 |
| "Template Order Form""Tender" | 1. means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
2. means the tender submitted by the Supplier to the Authority on a copy of which is set out in Framework Schedule 20 (Tender);
 |
| "Termination Notice" | 1. 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;
 |
| “Transparency Reports”"TUPE" | 1. has the meaning given in Framework Schedule 22 (Transparency Reports)

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; |
| "Variation" | 1. has the meaning given to it in Clause 18.1.1 (Variation Procedure);
 |
| "Variation Form" | 1. 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" | 1. means the procedure for carrying out a Variation as set out in Clause 18.1 (Variation Procedure);
 |
| "VAT" | 1. means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
 |
| "Working Days" | 1. means any day other than a Saturday, Sunday or public holiday in England and Wales.
 |
|  |  |

FRAMEWORK SCHEDULE 2: GOODS AND/or SERVICES and Key Performance Indicators

Part A – Goods and/or Services

GENERAL

The purpose of this Part A of Framework Schedule 2 (Goods and/or Services)) is to set out the intended scope of the Goods and/or Services that the Supplier will be required to make available to all Contracting Authority’s under this Framework Agreement and to provide a description of what the Goods and/or Services entail (including, if applicable, in each Lot) together with any specific Standards applicable to the Goods and/or Services.

The Goods and/or Services and any Standards set out 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 Goods and/or Services Requirements for entering a particular Call Off Agreement.

SPECIFICATION – LOTS 1 TO 8 Mandatory requirements

* 1. This specification is for the provision of Construction Products, Consumables and Materials Framework Agreement for all Contracting Authority’s listed in the relevant OJEU Contract Notice.

* 1. This specification details general requirements from paragraph 1.4 to 4.2.1 which apply to all lots 1 to 8 on this Framework Agreement. Lot Specific requirements can be seen within paragraphs 5 to 12.15.6.
	2. This Framework Agreement comprises of 9 lots as follows:

|  |  |
| --- | --- |
| Lot number | Lot name |
| Lot 1 | Building Materials and Associated Services “One Stop Shop” |
| Lot 2 | Plumbing and Heating |
| Lot 3 | Electrical |
| Lot 4 | Timber and Joinery |
| Lot 5 | Workshop, Industrial and Electrical Tools |
| Lot 6 | Paints and Solvents |
| Lot 7 | Flooring and Tiling |
| Lot 8 | Small Tools and Plant Hire Services |
| Lot 9 | Personal Protective Equipment (PPE) |

1.4 Each lot covers a number of Goods Categories seen in Appendix [A – H]. Suppliers must have a supply chain to support a minimum 80% coverage of all of the Goods Categories at a Category level 3 within each of the applicable lots.

**1.5 Pricing Structure**

1.5.1 The pricing structure for all lot 1 to 8 in this Framework Agreement will comprise of two (2) elements:

1. **Base Offering:** Base Offering Is defined as the items submitted by the Suppliers as part of their bid submission which are aligned to the Category Level 3 Goods within each of the appendices A to H
2. **Sourced Offering:** Sourced Offering is defined as products that a Contracting Authority may require over the duration of the framework but are not available via the Suppliers Base Offering.

1.5.2 Not used

1.5.3 Contracting Authority’s shall Direct Award in accordance with Schedule 5, Call off Procedure and Schedule 6, Award Criteria of the Framework Agreement.

1.5.4 Sourced Offerings must fall within scope of the Goods Categories defined in the relevant Appendix for the applicable lots.

1.5.5 Sourced Offerings must be subject to a Further Competition.

1.5.6 The pricing structure Base Offering and Sourced Offering must be inclusive of all packaging and standard delivery.

1.5.7 The Pricing Schedule, Annex 6 of the ITT must incorporate a minimum percentage discount which is applied at Call Off. Contracting Authority’s may receive further percentage discount subject to the Further Competition process~~.~~

1.5.8 The Supplier must continually seek to offer Contracting Authority’s best Value for Money. (Please refer to Framework Agreement Schedule 12, Continuous Improvement and Benchmarking).

1.5.9 Contracting Authority’s may wish to apply a pricing structure that varies from that applied at appointment to the framework agreement. This may include but is not limited to price breaks, volume discounts which must be applied by the Contracting Authority at Call Off stage.

1.5.10 The Supplier is required and must offer price promotions to Contracting Authority’s that are beyond the minimum discount offered on their Base Offering at intervals specified by the Authority.

**1.6 Order Processing**

1.6.1 The Supplier must provide all or some of the following ordering processing options which allows the Contracting Authority’s personnel to place orders via each of the following methods:

1. telephone;
2. fax;
3. post;
4. e-mail;
5. Online / web based order form.
6. At a local branch

1.6.2 The Supplier must not Supply Goods to a Contracting Authority without an official Purchase Order unless payment is made via a Public Sector Card (PSC).

**1.7 Minimum Order Quantities**

1.7.1 Goods supplied under this Framework Agreement to Contracting Authority’s will not be subject to minimum order quantities or durations in the case of plant hire.

 **1.8 Economic Order Quantities**

1.8.1 At Call Off stage, the Supplier must notify Contracting Authority’s of the most economical way to acquire the quantity of Goods they require, given consideration to the Economic Order Quantity. For the purpose of this Framework Economic Order Quantity is defined as the ‘most cost effective way for a Contracting Authority to order Goods taking into consideration quantities ordered and/or frequency of deliveries’.

**1.9 Delivery**

1.9.1 The Suppliers delivery obligations must be in accordance with the Contracting Authority’s requirements as communicated at Call Off stage.

1.9.2 The Supplier must provide a full UK National delivery service, including Northern Ireland and offshore Islands.

1.9.3 The Supplier must facilitate overseas delivery for Contracting Authority’s, which will be determined by the Contracting Authority at Call Off stage.

1.9.4 The Supplier must provide free standard delivery across the Base Offering.

1.9.5 Items shipped outside of the UK mainland must be shipped at cost. The Contracting Authority’s will require full transparency of any supplementary shipping or transport costs. The Supplier must be responsible for arranging any relevant duties and export in line with UK Government export procedures where applicable.

1.9.6 Unless agreed by the Contracting Authority at Call Off stage, part delivery will not be acceptable.

1.9.7 In the pursuit of general sustainability good practice the Supplier shall endeavour, directly and through sub-contractors and other partners, utilise the most carbon efficient means of transporting goods to site from their source, in an effort to reduce the carbon impact of transportation.

**1.10 Packaging**

1.10.1 The supplier should take all steps to ensure that all packaging should be minimised, recycled and recyclable where applicable. The Authority will be seeking Suppliers to continuously improve on the packaging materials used over the duration of the Framework Agreement.

1.10.2 The Supplier must provide all packaging in conformance with the Packaging Directive 94/62/EC and the Department of Innovation and Skills Packaging (Essential Requirements) Regulations 2003 as further amended. Information with regards to the Packaging Regulations can be found at:

<https://www.gov.uk/environmental-regulations>

**1.11 Product Labels**

1.11.1 All Goods must be labelled with the following:

|  |  |
| --- | --- |
| 1 | Item Description |
| 2 | Package Quantity |
| 3 | Weight of package (Kg) |
| 4 | Suppliers Name |
| 5 | Contract Number |
| 6 | Order Number |
| 7 | Customer Reference |
| 8 | Date of supply |
| 9 | Chain of Custody number (if applicable) |
| 10\* | Item Identification |

\* Item Identification relates only to Lot 8, Small Tool and Plant Hire Services.

1.11.2 The Ministry of Defence (MOD) have their own packaging requirements which will be determined and agreed with the Supplier at the Call Off stage. Examples of these specific requirements include barcode labelling in a specified format and NATO Stock Numbers.

1.11.3 At Call Off stage the Contracting Authority may request the Supplier to issue Dispatch notes.

**1.12 Availability of Goods**

1.12.1 In the event of Base Offering Goods being unavailable, the Supplier is expected to notify the Contracting Authority on the same day or within 24 hours (4 hours in the case of Small Tool and Plant Hire Services Lot) of a purchase order being received by the supplier, the Supplier must offer equivalent Goods or Goods of a higher specification at the same price unless otherwise agreed with the Contracting Authority at the Call Off stage.

1.12.2 The Contracting Authority reserves the right to cancel any order where the Supplier is unable to offer a suitable alternative.

 **1.13 Variation of Goods**

1.13.1 Where the Supplier is required to make a change to the Base Offering, this must be communicated to the Authority by the Supplier prior to any changes to the Government Catalogue being carried out.

1.13.2 Where a change to Base Offering affects a Contracting Authority catalogue, the Supplier must ensure that they have communicated all changes to the Contracting Authority prior to any changes to their catalogue being carried out.

1.13.3 Not usedAuthority

1.13.4 Where the Supplier proposes new or alternate products to replace or supplement the Base Offering, that affects the Contracting Authority Catalogue, this will be subject to the approval of the Contracting Authority in respect of specific catalogues.

**1.14 Cancellation Policy**

1.14.1 The Authority requires the Supplier to provide a free of charge cancellation policy for any items cancelled by the Contracting Authority.

1.14.2 The free of charge cancellation policy must apply to all orders which have not been dispatched by the Supplier to the Contracting Authority.

1.14.3 Where Suppliers have dispatched Goods, all returns will be subject to the Returns Policy detailed in paragraph 1.14.

1.14.4 All Sourced Offering orders must be exempt from this requirement and the Suppliers standard cancellation policy terms and conditions will be applied.

**1.15 Returns Policy**

1.15.1 The Supplier must accept returns within 28 days of the delivery date where items are returned by the Contracting Authority unused, in a saleable condition, with their original packaging and with all component parts and any promotional items.

1.15.2 In the event of a return due to Contracting Authority error within 28 days, the Supplier must offer a full refund excluding the delivery charge identified on the Invoice.

1.15.3 The Supplier may be requested to offer a buy back service to Contracting Authority’s for occasions where delivered goods are in excess of the Contracting Authority’s final requirements. This shall be determined by the Contracting Authority and the Supplier at Call Off stage.

**1.16 Faulty Goods**

1.16.1 Where the Supplier issues a faulty or inaccurate product, the Supplier must provide the Contracting Authority with a full refund or replacement Goods within 48 hours, or as agreed with the Contracting Authority

1.16.2 The Supplier must provide replacement Goods and delivery as per the original Call Off free of charge.

**1.17 Quality**

1.17.1 The Supplier must ensure that all Goods are of a quality that meets the relevant statutory legislation e.g. all relevant British or European Standards or other International Standards where applicable (including CE marking). Applicable standards can be found online at:

<http://www.bsigroup.com/en-GB/>

<http://www.iso.org/iso/home.htm>

1.17.2 The Supplier must operate a Quality Management System that is relevant to the parts of the organisation that will deliver the requirement applicable to this Framework Agreement which is based on the principles of ISO 9001 or the European Foundation for Quality Management EFQM Excellence Model criteria, or equivalent.

**1.18 Guarantees and Warranties**

1.18.1 The Supplier must provide manufacturers free standard guarantees on all Goods supplied to Contracting Authority’s.

1.18.2 The Supplier may be requested to provide additional Warranty Periods which shall be agreed between the Supplier and the Contracting Authority at the Call Off stage.

**1.19** **Goods Compatibility**

1.19.1 The Contacting Body may require Suppliers to provide Goods which are compatible with the Contracting Authority’s existing Goods. These Goods will be specified by the Contracting Authority at Call Off stage.

**2.0 OPERATIONAL SUPPORT**

**2.1 Customer Pre-Sales & After-Sales Support**

2.1.1 The Supplier must assign as a minimum a dedicated account team or dedicated sales personnel to support the management and delivery of the Framework Agreement in addition this may also be a requirement at Call Off stage for individual Contracting Authority’s the purpose being to, assist the co-ordination of services, encompassing: Goods supply, logistics, problem resolution, legislative, safety and technical support.

2.1.2 The Supplier must provide a dedicated free of charge helpline available between 0900 and 1730 hours for the Authority and Bodies.

**2.2 Installation, operating and maintenance instructions**

2.2.1 Installation, operating and maintenance instructions must be supplied with all Goods as appropriate, and will give clear and precise instructions on how the Goods are to be installed, operated, maintained and cleaned safely.

2.2.2 Operator safety instructions must be provided with the Goods (where applicable).

2.2.3 The Supplier must ensure compliance with the Provision and Use of Work Equipment Regulations (PUWER) 1998 or PUWER Northern Ireland 1999 where applicable for any hired equipment.

**3.0 SUSTAINIBILITY**

3.1Contracting Authority’s may wish to include further sustainability criteria (including social, economic and environmental) which will be determined by the Contracting Authority at Call Off stage. These may include but may not be limited to; the Suppliers resource consumption e.g. paper, utilities, travel; carbon impact reduction; apprenticeships; training.

**3.2 Environmental Management**

3.2.1 The Supplier must operate an Environmental Management System to control and mitigate the environmental impact of operations.

3.2.2 The Supplier must be accredited or willing to work towards ISO14001 or equivalent within the initial period of the Framework Agreement

**3.3 Government Buying Standards**

3.3.1 All Goods supplied under this Framework Agreement must comply with the Governments Buying Standards mandatory specifications. Evidence of compliance must be provided when requested by the Authority or Contracting Authority’s.

3.3.2 Suppliers must use best endeavours to provide products that meet Government Buying Standards best practice specifications and notify customers of this alternative where available.

3.3.3 The buying standards applicable to this framework can be found at:

**https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs**

3.3.4 The Government Buying Standards are updated and supplemented periodically; Suppliers must ensure that all Goods provided under this Framework maintain compliance to the current and emerging mandatory specifications over the duration of the Framework.

3.3.5 The Supplier must ensure that all timber or timber related products fully comply with the United Kingdom Government Timber Procurement Policy and are purchased from legal and sustainable sources and accompanied by fall chain of custody evidence. This policy can be found online at:

<http://www.cpet.org.uk/uk-government-timber-procurement-policy>.

**3.4 Sustainable Product Offering**

3.4.1 In the pursuit of general sustainability good practice the Supplier must ensure that they directly and through sub-contractors and other partners, seek to avoid using virgin and / or finite resources as far as practicable, and look to use materials and products that are from recycled and renewable sources.

3.4.2 The Supplier must seek to provide sustainable product alternatives within their Base Offering. The Supplier must indicate within their Base Offering where there are alternative Goods that would provide greater sustainable benefits over the Goods lifetime.

 **3.5 Chemicals**

3.5.1 The Supplier must work towards ensuring that no chemicals of national concern are contained in any products being supplier under this Framework Agreement. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed in Annex XVII of the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Enforcement Regulations 2008 Regulation, as further amended. Information can be found at:

 <http://www.hse.gov.uk/reach/>

**3.6 Ecolabel Standard**

3.6.1 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 (either by enhancement, another agreement or by alternative government arrangement) the Supplier must comply with or support the alternative as specified. Information can be found at:

<http://ec.europa.eu/environment/ecolabel/eu-ecolabel-for-businesses.html>

 **3.7 Waste**

3.7.1 The Supplier must ensure compliance against all relevant waste legislation including any updates, amendments or changes to this throughout the life of the contract and any new legislation that may come into force.

3.7.2 The Supplier must ensure any 3rd parties involved in carrying waste generated from this Framework Agreement are legally compliant to do so.

3.7.3 The Supplier must ensure that waste is taken to an authorised site for treatment or disposal. You must undertake reasonable checks on a regular basis to ensure this. If at any time you or a third party have their licence, permit, exemption revoked they must inform CCS immediately and cease to carry and/or receive the waste, until they become authorised again.

**3.8 Working to Deliver Rehabilitative work**

3.8.1 In order to support the rehabilitation of offenders and reduce the likelihood of reoffending, the government wishes to see more prisoners working, and working longer hours, where work can be recognised as productive and is delivered in an ‘employment like’ atmosphere. Working gives prisoners the opportunity to learn new skills and prepare for employment on release.

3.8.2 Suppliers are encouraged to consider whether they can subcontract elements of their provision to prisons via appropriate agencies, including, but not limited to, ONE3ONE Solutions which is accessible online at:

<http://www.one3one.justice.gov.uk/>

**3.9 Supply Chain**

3.9.1 The Supplier is required to evidence its use of small and medium enterprises (SMEs) and Supported Factories in their supply chain and should indicate in their tender response how they plan to increase the use of SMEs throughout their supply chain and measured through Management Information

**4.0 MANAGEMENT INFORMATION**

4.1 The Supplier provide management information in accordance with Framework Schedule 9.

**5.0 LOT SPECIFIC REQUIREMENTS: Lot 1 Building Materials and Associated Services One Stop Shop**

5.1 Building Materials and Associated Services One Stop shop covers a broad range of Goods Categories as defined in Appendix A.

5.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

5.3 Contracting Authority’s may require additional services which will be determined at the Call Off stage. The scope of additional services is as follows:

a) Imprest van stock

1. Dedicated counter service at a local branch

5.4 The scope of Lot 1 Building Materials and Associated Services excludes managed stores solutions e.g.

a) Outsourced stores solution,

b) In house stores solutions,

c) Stores solution involving leasing of a building.

5.5 The Supplier must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

<https://www.gov.uk/environmental-regulations>

**5.6 Ministry of Defence (MOD) Specific Requirement**

5.6.1 The MOD has specific local requirements that will be determined during the Call Off stage.

5.6.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier must be willing to review and agree to this SEMS. The Supplier must confirm its acceptance to its responsibilities under the SEMS during a Call Off Stage with the MOD. The Safety and Environmental Statement.

5.6.3 The Supplier may be requested to provide an out of hours service to the MOD this out of hours service must be made available to the Contracting Authority and accessible 24 hours a day, 7 days a week. This will be determined by the Contracting Authority at the Call Off stage.

**6.0 LOT SPECIFIC REQUIREMENTS: Lot 2 Plumbing and Heating**

6.1 Plumbing and Heating covers a broad range of Goods Categories as defined in Appendix B.

6.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

6.3 The Supplier must identify Goods which are approved by the Water Regulatory Advisory Scheme (WRAS) within their Base Offering.

**6.4 Ministry of Defence (MOD) Specific Requirement**

6.4.1 The MOD has specific local requirements that will be determined during the Call Off stage.

6.4.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier must be willing to review and agree to this SEMS. The Supplier must confirm it acceptance to its responsibilities under the SEMS during a Call Off Stage with the MOD.

6.4.3 The Supplier may be requested to provide an out of hours service to the MOD; this out of hours service must be made available to the Contracting Authority and accessible 24 hours a day, 7 days a week. This will be determined by the Contracting Authority at the Call Off stage.

**7.0 LOT SPECIFIC REQUIREMENTS: Lot 3 Electrical**

7.1 Electrical covers a broad range of Goods Categories as broadly defined in Appendix C.

7.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

7.3 The Supplier must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

<https://www.gov.uk/environmental-regulations>

**7.3 Ministry of Defence (MOD) Specific Requirement**

7.3.1 The MOD has specific local requirements that will be determined during the Call Off stage.

7.3.2 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier must be willing to review and agree to this SEMS. The Supplier must confirm its acceptance to its responsibilities under the SEMS during a Call Off Stage with the MOD.

7.3.3 The Supplier may be requested to provide an out of hour’s service to the MOD this out of hours service must be made available to the Contracting Authority and accessible 24 hours a day, 7 days a week. This will be determined by the Contracting Authority at the Call Off stage.

**8.0 LOT SPECIFIC REQUIREMENTS: Lot 4 Timber and Joinery**

8.1 Timber and Joinery covers a broad range of Goods Categories as defined in Appendix D.

8.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

8.3 The Supplier must be capable of supplying a variety of softwoods e.g. pine, fir, and spruce.

8.4 The Supplier may be requested to supply both temperate hardwood e.g. Oak/Beech and tropical hardwood e.g. Ekki/Okan over the duration of this framework. The supply of temperate and tropical hardwood will be in accordance to the Contracting Authority’s requirements at Call Off stage and should not be made available in the Suppliers Base Offering.

8.5 The Contracting Authority’s recognise that the supply of Hardwood Goods may need to be sub-contracted by the Supplier. This must be in accordance with clause 24.1 of the Framework Agreement.

8.6 The Supplier must be capable of supplying timber in accordance with BS EN specifications (or equivalent) for visual and machine strength grading. Contracting Authority’s will advise Suppliers the strength grading of sawn and machined timber at Call Off stage.

8.7 Acceptable tolerances for timber Supplied by the Supplier to Contracting Authority’s will be as defined by for *BS EN 1313-2: 1999. Round and sawn timber. Permitted deviations and preferred sizes. Hardwood sawn timber.* Contracting Authority’s will advise supplier at Call Off stage.

8.8 Requirements for Timber

8.8.1 All Supplier must comply with Timber Procurement Advice Note https://www.gov.uk/government/collections/timber-procurement-policy-tpp-guidance-and-support

8.8.2 All Timber and wood-derived products for supply or use in performance of the Framework Agreement and any Call Off Contracts must be independently verifiable and come from:

a) a legal source; and

b) a sustainable source, which can include a FLEGT-licensed or equivalent source.

8.9 Requirements for proof of Timber Origin

8.9.1 Management of the forest or plantation shall be audited at intervals confirming ongoing good forest management and by organisations with appropriate forest management experience that are independent of the organisation that holds timber harvest and/or management rights for that forest.

8.9.2 The Supplier shall provide to the Authority and/or the Contracting Authority evidence from any of the following categories:

i) Category A evidence: Certification under a scheme recognised by the UK government as meeting the criteria set out in the document entitled ‘UK Government Timber Procurement Policy: Criteria for Evaluating Certification Schemes (Category A Evidence)’ available on the government website <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/365113/CPET_Cat_A_Criteria_4th_Ed_Oct14.pdf>

 which reflects the criteria for legal and sustainable set out in the document entitled UK Government Timber Procurement Policy, Definition of Legal and Sustainable for Timber Procurement’ available here

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/320982/2013_05_08_-_CPET_Deft_Legal___Sustainable_5th_ed_-_Final.pdf>

The edition current on the day the contract is awarded shall apply. A list of assessed certification schemes that currently meet the government's requirements can be found here <https://www.gov.uk/government/publications/poster-to-check-validity-of-forest-certification-schemes>

 Acceptable schemes must ensure that at least 70% (by volume or weight) is from a Legal and Sustainable source with the balance from a legal source.

ii) Category B evidence: Documentary evidence, other than Category A evidence and FLEGT (or equivalent) evidence, that provides assurance that the source meets the criteria set out in the document entitled ‘UK Government Timber Procurement Policy: Framework for Evaluating Category B Evidence’ Defra available here

 which reflects <https://www.gov.uk/government/publications/framework-for-evaluating-category-b-evidence>

the criteria for legal and sustainable set out in ‘UK Government Timber Procurement Policy, Definition of Legal and Sustainable for Timber Procurement’. The edition current on the day the Call Off contract is awarded shall apply. Such Category B evidence may include, for example, independent audits and declarations by the Supplier or suppliers or sub-contractors. Where Category B evidence is to be relied on, the Supplier is required to notify the Authority and/or the Contracting Authority of the source or sources of all virgin Timber and wood-derived products supplied. Source in this context means the forest or plantation where the trees were grown and all subsequent places of delivery through the supply chain prior to receipt of the Timber and woodderived product by the Authority and/or the Contracting Authority. The Supplier shall separately identify virgin Timber and wood-derived products supplied from forests and plantations that are claimed to be subject to sustainable timber production and shall submit to the Authority and/or the Contracting Authority documentation in respect of such wood to confirm that the criteria for sustainable production set out in this specification have been met. If mixing is unavoidable within the supply chain, then sources can still be accepted provided that there are adequate controls in place and at least 70% (by volume or weight) is from a Legal and Sustainable source with the balance from a legal source.

ii) FLEGT evidence:

• Evidence of Timber and wood-derived products being exported from a timber-producing country that has signed a bilateral Forest Law Enforcement, Governance and Trade (FLEGT) Voluntary Partnership Agreement (VPA) with the European Union and which have been licensed for export by the producing country’s government. Evidence of equivalence to FLEGT-licensed (for the purposes of the definition of sustainable) may include Timber and wood-derived products that have been independently verified as meeting all the producing country's requirements for a FLEGT licence (in due course), where a VPA has been entered into but the FLEGT licensing system is not fully operational, or

• Evidence from a country that has not entered into a VPA which demonstrates that all of the requirements equivalent to FLEGT-licensed timber have been met. FLEGT-licensed Timber and wood-derived products which have been processed in a third country may also be acceptable, provided that they demonstrate compliance with the TPP definition of Legal and Sustainable (where equivalent to FLEGT-licensed can be evidence of meeting the definition of Sustainable).

8.10 Requirements for Timber

8.10.1 All Timber and woodderived products supplied or used by the Supplier in performance of this Framework Agreement and any Call off contracts (including all Timber and wood-derived products supplied or used by sub-contractors) shall originate from a forest source where management of the forest has full regard for:

• Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

• Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

• Safeguarding the basic labour rights and health and safety of forest workers.

8.11 Requirements for Proof of Timber Origin

8.11.1 If requested by the Authority and/or the Contracting Authority the Supplier shall provide evidence that the Timber and wood-derived products supplied or used in the performance of the Call Off Contract complies with the requirements of the social criteria defined in 8.10.1.

8.11.2 The Authority and/or the Contracting Authority reserves the right at any time during the execution of the Framework Agreement and for a period of 6 years from final delivery under the Call Off Contract to require the Supplier to produce the evidence required for inspection within 14 days of the written request.

8.11.3 The Supplier shall maintain records of all Timber and wood-derived products delivered to and accepted by the Contracting Authority. Such Defra information shall be made available to the Authority and/or the Contracting Authority if requested, for a period of 6 years from final delivery under the Call Off Contract.

8.12 The Authority and Contracting Authority’s shall require the Supplier to provide evidence of the source of the timber supplied over the duration of this framework in their monthly MI in accordance with CPET timber evidence categorisations.

8.13 Contracting Authority’s may require the Supplier to provide Recycled timber, including hardwood where possible. Recycled timber is defined as ‘wood that prior to being supplied to the Contracting Authority had an end use as a standalone object or as part of a structure. It covers pre-consumer recycled wood and wood fibre, industrial by products but excluding sawmill co-products, post consumer recycled wood and wood fiber, and drift wood’. This will be determined at Call Off stage by the Contracting Authority.

**9.0 LOT SPECIFIC REQUIIREMENTS: Lot 5 Workshop, Industrial and Electrical Tools**

9.1 Workshop, Industrial and Electrical Tools cover a broad range of Goods Categories as defined in Appendix E.

9.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

9.3 The Supplier must be able to offer the spares and consumables associated to any of the Goods supplied within their Base Offering.

9.4 The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

9.5 The Supplier may be requested to provide demonstrations of, and training sessions on how to use the Goods Supplied in accordance with the Contracting Authority’s requirements at the Call Off stage.

9.6 Technical data sheets must be supplied by the supplier in soft and/or hard copies at Contracting Authority’s request.

9.7 The Supplier must provide calibration certificates at the request of the Contracting Authority at the Call Off stage.

9.8 The Supplier must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

<https://www.gov.uk/environmental-regulations>

**9.9 Ministry of Defence (MOD) Specific Requirement**

9.9.1 The Supplier must be aware that the MOD has specific local requirements that will be determined during the Call Off stage.

9.9.2 The Supplier must be capable of indicating environmental restrictions of tools supplied if engaging in a Call Off with the MOD.

9.9.3 The MoD will require Goods supplied over the duration of this framework to operate in various environmental conditions e.g.in temperatures from -40 to +40 degrees Celsius and in all atmospheric conditions i.e. dry, humid, wet, dusty and icy. These Articles will also be used next to forges and welding equipment as well as on aircraft, ships, vehicles and submarines. These Goods will be specified by the Contracting Authority at Call Off stage.

9.9.4 The MOD has implemented a Safety and Environmental Management System (SEMS). The Supplier must be willing to review and agree to this SEMS. The Supplier must confirm its acceptance to its responsibilities under the SEMS during a Call Off Stage with the MOD.

9.9.5 The Supplier must develop a hazard log in conjunction with the MOD that will be determined during the Call Off stage.

9.9.6 All Goods supplied to the MOD must be covered by a minimum 12 month guarantee for use in an industrial environment; this will be specified by the Contracting Authority at Call Off stage.

9.9.7 The Supplier may be requested to provide an out of hour’s service to the MOD this out of hours service must be made available to the Contracting Authority and accessible 24 hours a day, 7 days a week. This will be determined by the Contracting Authority at the Call Off stage.

**10.0 LOT SPECIFIC REQUIREMENTS: Lot 6 Paints and Solvents**

10.1 Paints and Solvents cover a broad range of Goods Categories as defined in Appendix F.

10.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

10.3 The Supplier should be able to provide colours that meet the specification of RAL and British Standards colour charts.

10.4 The Supplier must be able to offer a colour match service to Contracting Authority’s that will be determined during the Further Competition.

10.5 The Supplier must be able to offer paint and solvents in a variety of sizes in line with the Contracting Authority’s requirements at Call Off stage.

10.6 The Supplier must ensure that all Goods are supplied with technical data sheets e.g. Certification data - British Board of Agreement (BBA) or equivalent.

**11.0 LOT SPECIFIC REQUIREMENTS: Lot 7 Flooring**

11.1 Flooring covers a broad range of Goods Categories as defined in Appendix G.

11.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

11.3 Contracting Authority’s may require installation services (fitting) which will be determined at the Call Off stage. The Supplier may provide a nominated subcontractor(s) to service this requirement.

11.4 The Supplier must be capable of product matching on behalf of customers where replacement products are required for use during maintenance.

11.5 The Supplier must cover the cost of any samples provided to the Contracting Authority.

**12.0 LOT SPECIFIC REQUIREMENTS: Lot 8 Small Tool and Plant Hire Services**

12.1 The delivery of small tool and plant hire services, including portable tooling and plant which can be safely handled by one operator without the need for assistance.

12.2 Contracting Authority’s may request the Supplier to Source products outside of the scope of the Base Offering. The Sourced Offering shall be subject to a Further Competition.

12.3 Small Tool and Plant Hire Service covers a broad range of Goods Categories as defined in Appendix H.

12.5 The Supplier must not supply equipment that exceeds 4 years of age and should ensure that equipment is of a commercial/industrial grade.

12.6 The Supplier must ensure that all equipment is complete, in good state of repair, full working order, free of fuel or hydraulic oil leaks/seepage and will not produce unnecessary noise or air pollution.

12.7 The Supplier must ensure that all equipment supplied is provided with suitable written (in hard and/or soft copies) instructions, including:

1. handbook for the specific item
2. a record of pre hire inspection that demonstrates that

the item equipment has been serviced and maintained in accordance with manufacturers requirements and is in a safe and suitable condition for use.

12.8 The Supplier must provide the Contracting Authority with a minimum of at least two weeks’ notice of any servicing and inspection work necessary during the hire period so that such work can be carried out at times to suit the convenience of the Contracting Authority.

12.9 In delivery, the Supplier must provide the Contracting Authority’s personnel with familiarisation/ training on the specific make and model of equipment and any ancillary items and attachments.

12.10 The Supplier must be capable of providing the relevant consumables with the hired small tool and/ or plant.

12.11 The Supplier must ensure that all plant supplied complies with the Control of Vibration at Work Regulations 2005 (SI 2005/1093).

12.12 The Supplier must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) (as further amended) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) (as further amended), Information can be found at:

<https://www.gov.uk/environmental-regulations>

**12.13 Availability**

12.13.1 The Supplier must have an operating model which facilitates easy access to collection / delivery of small tool and plant within United Kingdom Northern Ireland and offshore Islands.

12.13.2 Small tools and / or plant must be available for collection/delivery during 0730 – 1730 hours.

12.13.3 The Supplier must be able to deliver all small tools and / or plant to site within 24 hours from receipt of Order.

12.13.4 The Supplier may be requested to facilitate an incident response service where small tools and plant must be made available at maximum of 4hours from order 24 hours a day 7 days a week. This will be determined by the Contracting Authority at the Call Off stage.

12.13.5 The Supplier may be requested to provide an out of hour’s service to Contracting Authority’s. This out of hours service must be made available to the Contracting Authority and be accessible 24 hours a day, 7 days a week. This will be determined by the Contracting Authority at the Call Off stage.

12.13.6 The Supplier must replace faulty small tools and / or plant supplied to a Contracting Authority within 4 hours of being notified.

**12.14 Hire Periods**

12.14.1 The Supplier must be able to offer various hire durations for their Base Offering. The duration of hire periods will vary in length and are defined for the purposes of this Framework as:

a) Daily Hire

b) Weekly Hire (1 week)

c) Monthly Hire (1-3 months)

d) Long Duration (3-12 months)

e) Duration Covering Life of Asset (Maximum 4 years)

12.14.2 The hire period is expected to commence at point of transfer of the plant from the Supplier to the Contracting Authority.

12.14.3 The hire period should end at point of transfer of the plant to the Supplier. If the small tool and / or plant is to be collected, the hire period must end at the collection time agreed with the Contracting Authority.

12.14.4 Where hire of the plant falls into the subsequent hire period, it is expected that the lowest price should be honoured e.g. where equipment is hired on a daily rate but subsequently falls into a weekly hire, the lowest price must be charged by the Supplier.

**12.15 Additional Services - Mobile Tool Hire Unit**

12.15.1 The Supplier may be requested by Contracting Authority’s to provide a mobile tool hire unit. This must be determined by the Contracting Authority at Call Off stage.

12.15.2 The Supplier must ensure that the mobile tool unit provided to a Contracting Authority is an unmanned automated unit that a Contracting Authority can stock to their requirement.

12.15.3 The Supplier must have the capability to locate the unit at a location specified by the Contracting Authority at the Call Off stage.

12.15.4 The Supplier must ensure that the unit is secured and access is gained by a secure method.

12.15.5 The Supplier must provide a system that allows Contracting Authority’s to track usage and cost of equipment on hire at no additional cost.

12.15.6 The Supplier must ensure that there is a process in place for replacing damaged tools and servicing equipment.

**SPECIFICATION – LOT 9**

### This specification is for the provision of a broad range of personal protective equipment (PPE) and clothing, including generic and specialised for all Contracting Authority’s listed in the relevant OJEU Contract Notice.

### Suppliers must be able to provide all the Goods listed in Annex 6 Pricing Matrix.

### All Goods, must be of a quality that meets the relevant statutory legislation e.g. all relevant British or European Standards or other International Standards where applicable (including CE marking)

### Contracting Authority’s may require additional services which will be determined at the Call Off stage. The scope of additional services is as follows:

* + - * 1. Measuring Service
				2. Sample/Loan Goods
				3. Repairs and Maintenance
				4. Servicing
				5. Face Fitting Service
				6. Try for Fit at local branches
				7. Made to Measure Service

#### The Supplier must be able to offer the spares and consumables associated to any of the Goods supplied within their Base Offering.

### Specialist clothing and PPE, Contracting Authority’s may require additional services which will be determined at the Call Off stage. The scope of additional services is as follows:

1. Measuring Service
2. Sample/Loan Goods
3. Repairs and Maintenance
4. Servicing

#### The Supplier must be able to offer the spares and consumables associated to any of the Goods supplied within their Base Offering.

### The pricing structure for lot 9 in this Framework Agreement will comprise of two (2) elements:

1. **Base Offering:** Base Offering Is defined as the items submitted by the Suppliers as part of their bid submission in Annex 6 Pricing matrix.
2. **Sourced Offering:** Sourced Offering is defined as products that a Contracting Authority may require over the duration of the framework but are not available via the Suppliers Base Offering.

#### Contracting Authority’s shall Direct Award in accordance with Schedule 5, Call off Procedure and Schedule 6, Award Criteria of the Framework Agreement.

#### Sourced Offerings must fall within scope of the Lot, PPE and Specialist clothing.

#### Sourced Offerings must be subject to a Further Competition.

#### The pricing structure Base Offering and Sourced Offering must be inclusive of all packaging and standard delivery.

#### The Pricing Schedule, Annex 6 of the ITT must incorporate a minimum percentage discount which is applied at Call Off. Contracting Authority’s may receive further percentage discount subject to the Further Competition process.

#### The Supplier must continually seek to offer Contracting Authority’s best Value for Money. (Please refer to Framework Agreement Schedule 12, Continuous Improvement and Benchmarking).

#### Contracting Authority’s may wish to apply a pricing structure that varies from that applied at appointment to the framework agreement. This may include but is not limited to price breaks, volume discounts which must be applied by the Contracting Authority at Call Off stage.

#### The Supplier is required and must offer price promotions to Contracting Authority’s that are beyond the minimum discount offered on their Base Offering at intervals specified by the Authority.

### Order Processing

#### The Supplier must provide all or some of the following ordering processing options which allows the Contracting Authority’s personnel to place orders via each of the following methods:

1. telephone;
2. fax;
3. post;
4. e-mail;
5. Online / web based order form.
6. At a local branch

#### The Supplier must not Supply Goods to a Contracting Authority without an official Purchase Order unless payment is made via a Public Sector Card (PSC).

### Minimum Order Quantities

#### Goods supplied under this Framework Agreement to Contracting Authority’s will not be subject to minimum order quantities.

### Economic Order Quantities

#### At Call Off stage, the Supplier must notify Contracting Authority’s of the most economical way to acquire the quantity of Goods they require, given consideration to the Economic Order Quantity. For the purpose of this Framework Economic Order Quantity is defined as the ‘most cost effective way for a Contracting Authority to order Goods taking into consideration quantities ordered and/or frequency of deliveries’.

### Delivery

#### The Suppliers delivery obligations must be in accordance with the Contracting Authority’s requirements as communicated at Call Off stage.

#### The Supplier must provide a full UK National delivery service, including Northern Ireland and offshore Islands.

#### The Supplier must facilitate overseas delivery for Contracting Authority’s, which will be determined by the Contracting Authority at Call Off stage.

#### The Supplier must provide free standard delivery across the Base Offering.

#### Items shipped outside of the UK mainland must be shipped at cost. The Contracting Authority’s will require full transparency of any supplementary shipping or transport costs. The Supplier must be responsible for arranging any relevant duties and export in line with UK Government export procedures where applicable.

#### Unless agreed by the Contracting Authority at Call Off stage, part delivery will not be acceptable.

#### In the pursuit of general sustainability good practice the Supplier shall endeavour, directly and through sub-contractors and other partners, utilise the most carbon efficient means of transporting goods to site from their source, in an effort to reduce the carbon impact of transportation.

### Packaging

1.12.1 The supplier should take all steps to ensure that all packaging should be minimised, recycled and recyclable where applicable. The Authority will be seeking Suppliers to continuously improve on the packaging materials used over the duration of the Framework Agreement.

1.12.2 The Supplier must provide all packaging in conformance with the Packaging Directive 94/62/EC and the Department of Innovation and Skills Packaging (Essential Requirements) Regulations 2003 as further amended. Information with regards to the Packaging Regulations can be found at:

<https://www.gov.uk/environmental-regulations>

1.12.3 The Ministry of Defence (MOD) have their own packaging requirements which will be determined and agreed with the Supplier at the Call Off stage. Examples of these specific requirements include barcode labelling in a specified format and NATO Stock Numbers.

1.12.4 At Call Off stage the Contracting Authority may request the Supplier to issue Dispatch notes.

1.14 Cancellation Policy

1.14.1 The Authority requires the Supplier to provide a free of charge cancellation policy for any items cancelled by the Contracting Authority.

1.14.2 The free of charge cancellation policy must apply to all orders which have not been dispatched by the Supplier to the Contracting Authority.

1.14.3 Where Suppliers have dispatched Goods, all returns will be subject to the Returns Policy detailed in paragraph 1.14.

1.14.4 All Sourced Offering orders must be exempt from this requirement and the Suppliers standard cancellation policy terms and conditions will be applied.

1.15 Returns Policy

1.15.1 The Supplier must accept returns within 28 days of the delivery date where items are returned by the Contracting Authority unused, in a saleable condition, with their original packaging and with all component parts and any promotional items.

1.15.2 In the event of a return due to Contracting Authority error within 28 days, the Supplier must offer a full refund excluding the delivery charge identified on the Invoice.

1.15.3 The Supplier may be requested to offer a buy back service to Contracting Authority’s for occasions where delivered goods are in excess of the Contracting Authority’s final requirements. This shall be determined by the Contracting Authority and the Supplier at Call Off stage.

1.16 Faulty Goods

1.16.1 Where the Supplier issues a faulty or inaccurate product, the Supplier must provide the Contracting Authority with a full refund or replacement Goods within 48 hours, or as agreed with the Contracting Authority

1.16.2 The Supplier must provide replacement Goods and delivery as per the original Call Off free of charge.

1.17 Quality

1.17.1 The Supplier must ensure that all Goods are of a quality that meets the relevant statutory legislation e.g. all relevant British or European Standards or other International Standards where applicable (including CE marking). Applicable standards can be found online at:

<http://www.bsigroup.com/en-GB/>

<http://www.iso.org/iso/home.htm>

1.17.2 The Supplier must operate a Quality Management System that is relevant to the parts of the organisation that will deliver the requirement applicable to this Framework Agreement which is based on the principles of ISO 9001 or the European Foundation for Quality Management EFQM Excellence Model criteria, or equivalent.

1.18 Guarantees and Warranties

1.18.1 The Supplier must provide manufacturers free standard guarantees on all Goods supplied to Contracting Authority’s.

1.18.2 The Supplier may be requested to provide additional Warranty Periods which shall be agreed between the Supplier and the Contracting Authority at the Call Off stage.

**2. OPERATIONAL SUPPORT**

2.1 Customer Pre-Sales & After-Sales Support

2.1.1 The Supplier must assign as a minimum a dedicated account team or dedicated sales personnel to support the management and delivery of the Framework Agreement in addition this may also be a requirement at Call Off stage for individual Contracting Authority’s the purpose being to, assist the co-ordination of services, encompassing: Goods supply, logistics, problem resolution, legislative, safety and technical support.

2.1.2 The Supplier must provide a dedicated free of charge helpline available between 0900 and 1730 hours to provide sales support, legislative, safety and technical support;for the Authority and Contracting Authority’s.

**3. SUSTAINIBILITY**

3.1 Contracting Authority’s may wish to include further sustainability criteria (including social, economic and environmental) which will be determined by the Contracting Authority at Call Off stage. These may include but may not be limited to; the Suppliers resource consumption e.g. paper, utilities, travel; carbon impact reduction; apprenticeships; training.

3.2 Environmental Management

3.2.1 The Supplier must operate an Environmental Management System to control and mitigate the environmental impact of operations.

3.2.2 The Supplier must be accredited or willing to work towards ISO14001 or equivalent within the period of the Framework Agreement

3.3 Government Buying Standards

3.3.1 All Goods supplied under this Framework Agreement must comply with the Governments Buying Standards mandatory specifications. Evidence of compliance must be provided when requested by the Authority or Contracting Authority’s.

3.3.2 Suppliers must use best endeavours to provide products that meet Government Buying Standards best practice specifications and notify customers of this alternative where available.

3.3.3 The buying standards applicable to this framework can be found at:

https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

3.3.4 The Government Buying Standards are updated and supplemented periodically; Suppliers must ensure that all Goods provided under this Framework maintain compliance to the current and emerging mandatory specifications over the duration of the Framework.

3.3.5 The Supplier must ensure that all timber or timber related products fully comply with the United Kingdom Government Timber Procurement Policy and are purchased from legal and sustainable sources and accompanied by fall chain of custody evidence. This policy can be found online at:

<http://www.cpet.org.uk/uk-government-timber-procurement-policy>.

3.4 Sustainable Product Offering

3.4.1 In the pursuit of general sustainability good practice the Supplier must ensure that they directly and through sub-contractors and other partners, seek to avoid using virgin and / or finite resources as far as practicable, and look to use materials and products that are from recycled and renewable sources.

3.4.2 The Supplier must seek to provide sustainable product alternatives within their Base Offering. The Supplier must indicate within their Base Offering where there are alternative Goods that would provide greater sustainable benefits over the Goods lifetime.

3.5 Chemicals

3.5.1 The Supplier must work towards ensuring that no chemicals of national concern are contained in any products being supplier under this Framework Agreement. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed in Annex XVII of the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Enforcement Regulations 2008 Regulation, as further amended. Information can be found at: <http://www.hse.gov.uk/reach/>

3.6 Ecolabel Standard

3.6.1 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 (either by enhancement, another agreement or by alternative government arrangement) the Supplier must comply with or support the alternative as specified. Information can be found at:

<http://ec.europa.eu/environment/ecolabel/eu-ecolabel-for-businesses.html>

3.7 Waste

3.7.1 The Supplier must ensure compliance against all relevant waste legislation including any updates, amendments or changes to this throughout the life of the contract and any new legislation that may come into force.

3.7.2 The Supplier must ensure any 3rd parties involved in carrying waste generated from this Framework Agreement are legally compliant to do so.

3.7.3 The Supplier must ensure that waste is taken to an authorised site for treatment or disposal. You must undertake reasonable checks on a regular basis to ensure this. If at any time you or a third party have their licence, permit, exemption revoked they must inform CCS immediately and cease to carry and/or receive the waste, until they become authorised again.

3.8 Working to Deliver Rehabilitative work

3.8.1 In order to support the rehabilitation of offenders and reduce the likelihood of reoffending, the government wishes to see more prisoners working, and working longer hours, where work can be recognised as productive and is delivered in an ‘employment like’ atmosphere. Working gives prisoners the opportunity to learn new skills and prepare for employment on release.

3.8.2 Suppliers are encouraged to consider whether they can subcontract elements of their provision to prisons via appropriate agencies, including, but not limited to, ONE3ONE Solutions which is accessible online at:

<http://www.one3one.justice.gov.uk/>

3.9 Supply Chain

3.9.1 The Supplier is required to evidence its use of small and medium enterprises (SMEs) and Supported Factories in their supply chain and should indicate in their tender response how they plan to increase the use of SMEs throughout their supply chain and measured through Management Information

**4. MANAGEMENT INFORMATION**

4.1 The Supplier provide management information in accordance with Framework Schedule 9.

**APPENDIX A: LOT 1 BUILDING MATERIALS AND ASSOCIATED SERVICES ‘ONE STOP SHOP’ GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Heavy Building Materials | Bricks | Concrete Common Bricks |
| Heavy Building Materials | Bricks | Engineering Bricks |
| Heavy Building Materials | Bricks | Facing Bricks |
| Heavy Building Materials | Blocks | Aerated Blocks |
| Heavy Building Materials | Blocks | Dense Blocks |
| Heavy Building Materials | Blocks | Lightweight Aggregate Block |
| Heavy Building Materials | Cement & Aggregates | Cement & Lime |
| Heavy Building Materials | Cement & Aggregates | Aggregate |
| Heavy Building Materials | Cement & Aggregates | Mortar |
| Heavy Building Materials | Cement & Aggregates | Ready Mixed Mortars, Concrete & Renders |
| Heavy Building Materials | Plastering and Dry Lining  | Plasterboards |
| Heavy Building Materials | Plastering and Dry Lining  | Plaster |
| Heavy Building Materials | Plastering and Dry Lining  | Adhesives |
| Heavy Building Materials | Plastering and Dry Lining  | Metal Studs & Tracks |
| Heavy Building Materials | Plastering and Dry Lining  | Accessories |
| Heavy Building Materials | Insulation | Loft Insulation |
| Heavy Building Materials | Insulation | Insulation Boards |
| Heavy Building Materials | Insulation | Acoustic Insulation |
| Heavy Building Materials | Insulation | Foil Insulation |
| Heavy Building Materials | Insulation | Pipe Insulation |
| Heavy Building Materials | Insulation | Accessories  |
| Heavy Building Materials | Civils & Drainage | Below Ground Drainage |
| Heavy Building Materials | Civils & Drainage | Above Ground/Surface Drainage |
| Heavy Building Materials | Civils & Drainage | Manhole/Access Covers & Frames |
| Heavy Building Materials | Lintels | Steel Lintels |
| Heavy Building Materials | Lintels | Concrete Lintels |
| Heavy Building Materials | Roofing | Roof Tiles & Slates |
| Heavy Building Materials | Roofing | Chimneys & Chimney Systems |
| Heavy Building Materials | Roofing | Flashing & Accessories |
| Heavy Building Materials | Roofing | Roofing Felts & Sealants |
| Heavy Building Materials | Roofing | Roof Windows |
| Heavy Building Materials | Roofing | Roofing Covers & Ventilation |
| Heavy Building Materials | Roofing | Roofing Sheets |
| Heavy Building Materials | Metalwork | Joist Hangers |
| Heavy Building Materials | Metalwork | Straps & Brackets |
| Heavy Building Materials | Metalwork | Wall Ties |
| Heavy Building Materials | Metalwork | Frame Cramps |
| Plumbing and Heating | Plumbing | Copper Tubes |
| Plumbing and Heating | Plumbing | Compression Fittings |
| Plumbing and Heating | Plumbing | Solder Rings |
| Plumbing and Heating | Plumbing | Connectors |
| Plumbing and Heating | Plumbing | Brassware |
| Plumbing and Heating | Plumbing | Plumbing Accessories |
| Plumbing and Heating | Plumbing | End feed Fittings |
| Plumbing and Heating | Plumbing | Water Pipes |
| Plumbing and Heating | Heating | Boilers |
| Plumbing and Heating | Heating | Radiators |
| Plumbing and Heating | Heating | Valves |
| Plumbing and Heating | Heating | Cylinders |
| Plumbing and Heating | Heating | Pumps |
| Plumbing and Heating | Heating | Pipe Insulation/Freezing |
| Plumbing and Heating | Heating | Boiler Accessories |
| Plumbing and Heating | Heating | Gas & Electric Water Heaters |
| Plumbing and Heating | Heating | Boiler Accessories |
| Plumbing and Heating | Heating | Heating Accessories |
| Electrical | Electrical | Switches & Sockets |
| Electrical | Electrical | Cables, Cable Management & Accessories |
| Electrical | Electrical | Lighting |
| Electrical | Electrical | Meter Boxes |
| Electrical | Electrical | Circuit Protection |
| Electrical | Electrical | Transformers |
| Electrical | Electrical | Extension Reels & Leads |
| Electrical | Electrical | Outdoor/Portable Power |
| Electrical | Electrical | Aerials & Satellite |
| Electrical | Electrical | Door Bells |
| Electrical | Electrical | Switches, Sockets & Plugs |
| Electrical | Electrical | Audio Visual |
| Timber & Joinery | Timber & Joinery | Treated & Untreated Carcassing |
| Timber & Joinery | Timber & Joinery | Sheet Materials |
| Timber & Joinery | Timber & Joinery | Timber Mouldings |
| Timber & Joinery | Timber & Joinery | MDF Mouldings |
| Timber & Joinery | Timber & Joinery | Cladding  |
| Timber & Joinery | Timber & Joinery | Stair Parts & Staircases |
| Timber & Joinery | Timber & Joinery | Planed Timber |
| Timber & Joinery | Timber & Joinery | Doors (Internal & External) |
| Timber & Joinery | Timber & Joinery | Timber Windows |
| Workshop, Industrial & Electric Tools | Hand Tools | Knives, Blades & Saws |
| Workshop, Industrial & Electric Tools | Hand Tools | Measuring, Marking & Levels |
| Workshop, Industrial & Electric Tools | Hand Tools | Hammers, Wrecking, Axes & Chisels |
| Workshop, Industrial & Electric Tools | Hand Tools | Pliers, Pinches, Cutters & Wrenches |
| Workshop, Industrial & Electric Tools | Hand Tools | Gardening Tools, Wheelbarrows & Shovels |
| Workshop, Industrial & Electric Tools | Hand Tools | Tools, Accessories & Storage |
| Workshop, Industrial & Electric Tools | Hand Tools | Screwdrivers, Hex Keys & Allen Keys |
| Workshop, Industrial & Electric Tools | Hand Tools | Work Benches |
| Workshop, Industrial & Electric Tools | Power Tools | Drills & Drivers |
| Workshop, Industrial & Electric Tools | Power Tools | Mixers & Paddles |
| Workshop, Industrial & Electric Tools | Power Tools | Grinders, Planes & Sanders |
| Workshop, Industrial & Electric Tools | Power Tools | Saws & Cutters |
| Workshop, Industrial & Electric Tools | Power Tools | Power Tool Kits, Packs & Accessories |
| Workshop, Industrial & Electric Tools | Power Tools | Nail, Staple & Heat Guns |
| Workshop, Industrial & Electric Tools | Power Tools | Transformers, Compressors & Generators |
| Workshop, Industrial & Electric Tools | Power Tools | Workshop Tools |
| Paints & Solvents | Paints | Primers, Preparation & Undercoats  |
| Paints & Solvents | Paints | General Paint/Interior Paint |
| Paints & Solvents | Paints | Exterior Paint |
| Paints & Solvents | Paints | Wood Paint |
| Paints & Solvents | Paints | Metal Paint |
| Paints & Solvents | Paints | Tile Paint |
| Paints & Solvents | Paints | Floor Paint |
| Paints & Solvents | Paints | Brick Paint |
| Paints & Solvents | Paints | Spray Paint |
| Paints & Solvents | Solvents | Woodcare |
| Paints & Solvents | Solvents | Sealants & Adhesives |
| Paints & Solvents | Solvents | Solvent Varnish |
| Paints & Solvents | Solvents | Floor Varnish |
| Paints & Solvents | Solvents | Wood Stains & Dyes |
| Paints & Solvents | Solvents | Water-Based Varnish |
| Flooring & Tiling | Flooring | Solid Wood |
| Flooring & Tiling | Flooring | Engineered Wood |
| Flooring & Tiling | Flooring | Laminate |
| Flooring & Tiling | Flooring | Vinyl Flooring |
| Flooring & Tiling | Flooring | Accessories |
| Flooring & Tiling | Tiling | Wall Tiles |
| Flooring & Tiling | Tiling | Floor Tiles |
| Personal Protective Equipment | Personal Protective Equipment | Footwear |
| Personal Protective Equipment | Personal Protective Equipment | Eye Protection |
| Personal Protective Equipment | Personal Protective Equipment | Ear Protection |
| Personal Protective Equipment | Personal Protective Equipment | Gloves |
| Personal Protective Equipment | Personal Protective Equipment | Hi-Vis |
| Personal Protective Equipment | Personal Protective Equipment | Head Protection |
| Personal Protective Equipment | Personal Protective Equipment | Respiratory Protection |
| Personal Protective Equipment | Personal Protective Equipment | Workwear |

**APPENDIX B: LOT 2 PLUMBING AND HEATING GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Plumbing and Heating | Heating, Ventilation & Boilers | Boilers Domestic  |
| Plumbing and Heating | Heating, Ventilation & Boilers | Boilers Commercial  |
| Plumbing and Heating | Heating, Ventilation & Boilers | Radiators  |
| Plumbing and Heating | Heating, Ventilation & Boilers | Controls ,Valves & Pumps |
| Plumbing and Heating | Heating, Ventilation & Boilers | Fuel Tanks  |
| Plumbing and Heating | Heating, Ventilation & Boilers | Flues & Chimney |
| Plumbing and Heating | Heating, Ventilation & Boilers | Water Treatment |
| Plumbing and Heating | Heating, Ventilation & Boilers | Water Heaters |
| Plumbing and Heating | Heating, Ventilation & Boilers | Pipe Insulation |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Showers & Enclosures |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Baths  |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Toilets |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Basins |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Taps |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Kitchen Sinks |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Kitchen Taps |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Kitchen Wastes |
| Plumbing and Heating | Kitchen & Bathrooms Fixtures and Fittings  | Mobility Assistance Products |
| Plumbing and Heating | Sustainable Energy Solutions | Solar PV |
| Plumbing and Heating | Sustainable Energy Solutions | Solar Thermal |
| Plumbing and Heating | Sustainable Energy Solutions | Biomass |
| Plumbing and Heating | Sustainable Energy Solutions | Renewable Cylinders |
| Plumbing and Heating | Sustainable Energy Solutions | Ground Source |
| Plumbing and Heating | Copper, Fittings and Brassware | Fittings |
| Plumbing and Heating | Copper, Fittings and Brassware | Copper Tube |
| Plumbing and Heating | Copper, Fittings and Brassware | Brassware |
| Plumbing and Heating | Plastic Plumbing  | Plastic Plumbing  |
| Plumbing and Heating | Plastic Plumbing  | Traps & Pan Connectors |
| Plumbing and Heating | Commercial Plumbing (incl. sanitary wear and associated items) | Commercial Plumbing (incl. sanitary wear and associated items) |
| Plumbing and Heating | Drainage & Waste | Rainwater |
| Plumbing and Heating | Drainage & Waste | Soil & Waste |
| Plumbing and Heating | Plumbing Sundries/Accessories  | Plumbing Sundries/Accessories  |

**APPENDIX C: LOT 3 ELECTRICAL GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Electrical  | Lighting | Indoor Lighting |
| Electrical  | Lighting | Commercial Lighting |
| Electrical  | Lighting | Outdoor Lighting |
| Electrical  | Lighting | LED Panels & Strips |
| Electrical  | Lighting | Bulkheads |
| Electrical  | Lighting | Mobile Lighting |
| Electrical  | Cable, Wiring & Accessories | Cable |
| Electrical  | Cable, Wiring & Accessories | Trunking & Channelling |
| Electrical  | Cable, Wiring & Accessories | Conduit |
| Electrical  | Cable, Wiring & Accessories | Trays |
| Electrical  | Cable, Wiring & Accessories | Distribution Boards |
| Electrical  | Cable, Wiring & Accessories | Sockets & Switches |
| Electrical  | Electrical Control | Consumer Units |
| Electrical  | Electrical Control | Sensors & Limit Switches |
| Electrical  | Electrical Control | MCBs, RCBOs & RCDs |
| Electrical  | Electrical Control | Fuses |
| Electrical  | Heating & Cooling | Heaters, Radiators & Dryers |
| Electrical  | Heating & Cooling | Air Conditioning |
| Electrical  | Heating & Cooling | Temperature Controls |
| Electrical  | Fire Detection & Security | Fire Protection Equipment |
| Electrical  | Fire Detection & Security | Security Alarms |
| Electrical  | Fire Detection & Security | Surveillance Equipment |
| Electrical  | Test & Detection | PAT Testing |
| Electrical  | Test & Detection | Clamp Meters |
| Electrical  | Test & Detection | Digital Multimeters |
| Electrical  | Test & Detection | Voltage Testers |
| Electrical  | Test & Detection | Socket Testers |

**APPENDIX D: LOT 4 TIMBER AND JOINERY GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Timber & Joinery  | Smooth/Planed Timber | Softwood  |
| Timber & Joinery  | Smooth/Planed Timber | Tropical Hardwood  |
| Timber & Joinery  | Smooth/Planed Timber | Temperate Hardwood  |
| Timber & Joinery  | Sawn Timber | Softwood  |
| Timber & Joinery  | Sawn Timber | Tropical Hardwood  |
| Timber & Joinery  | Sawn Timber | Temperate Hardwood  |
| Timber & Joinery  | Timber & Joinery  | Timber Cladding |
| Timber & Joinery  | Timber & Joinery  | Staircases / parts |
| Timber & Joinery  | Timber & Joinery  | Carcassing  |
| Timber & Joinery  | Timber & Joinery  | Flooring |
| Timber & Joinery  | Sheet Materials | Plyboard |
| Timber & Joinery  | Sheet Materials | Chipboard |
| Timber & Joinery  | Sheet Materials | MDF |
| Timber & Joinery  | Sheet Materials | HDF |
| Timber & Joinery  | Doors & Windows | Interior Doors |
| Timber & Joinery  | Doors & Windows | Exterior Doors |
| Timber & Joinery  | Doors & Windows | Door Frames |
| Timber & Joinery  | Doors & Windows | Door Casing & Lining |
| Timber & Joinery  | Doors & Windows | Windows |
| Timber & Joinery  | Mouldings | Softwood |
| Timber & Joinery  | Mouldings | Hardwood |
| Timber & Joinery  | Mouldings | MDF |
| Timber & Joinery  | Fencing Materials | Fence Panels & Posts |
| Timber & Joinery  | Fencing Materials | Fencing |
| Timber & Joinery  | Fencing Materials | Fencing Accessories |
| Timber & Joinery  | Recycled Timber  | Recycled Timber  |

**APPENDIX E: LOT 5 WORKSHOP, INDUSTRIAL AND ELECTRICAL TOOLS GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Saws & Mitre Boxes & Blades |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Clamps & Cramps |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Knives & Blades |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Planes, Files, Scrapers, Spatulas, Chisels, Gouges & Blades |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Hammers & Mallets & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Pullers & Extractors & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Pliers & Cutters & Blades |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Drilling & Screwdriving & accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Measuring & Marking |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Keys |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Staplers & Tackers |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Wrenches & Spanners |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Brushes & Rollers |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Levels & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Pipe cutters, benders, flaring & vices |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Scissors & Shears |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Punches |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Inspection & Retrieval Tools & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Files, Rasps & Surforms & Blades |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Sealing & Lubricating & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Threading Tools & Extractors |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Sockets, Drivers & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Torque Tools |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Tool Kits, Tool Sets & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Abrasive Compounds, Stones, Cloths, pads, papers & Wool |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Fastener insertion & Removal Tools & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Packing Tools & Accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Drill Braces & Gauges |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Paint Kettles, Scuttles, Trays & accessories |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Pry Bars & levers |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Picks, Rakes, Spades, Shovels & Axes  |
| Workshop, Industrial and Electrical Tools | Hand Tools  | Floats, Trowels, Hawks, Sponges & Plasterboard Lifter |
| Workshop, Industrial and Electrical Tools | Electrical Tools | Fibre Optic Tools & Accessories |
| Workshop, Industrial and Electrical Tools | Electrical Tools | Crimping Tools & Accessories |
| Workshop, Industrial and Electrical Tools | Electrical Tools | Cable Pullers |
| Workshop, Industrial and Electrical Tools | Power Tools | Drills, Drivers & Screwdrivers |
| Workshop, Industrial and Electrical Tools | Power Tools | Sanders & Polishers |
| Workshop, Industrial and Electrical Tools | Power Tools | Saws |
| Workshop, Industrial and Electrical Tools | Power Tools | Grinders & Cutters |
| Workshop, Industrial and Electrical Tools | Power Tools | Routers & Trimmers |
| Workshop, Industrial and Electrical Tools | Power Tools | Biscuit & Dowel Jointers |
| Workshop, Industrial and Electrical Tools | Power Tools | Vacuums, Extractors, Blowers & Fans |
| Workshop, Industrial and Electrical Tools | Power Tools | Planers |
| Workshop, Industrial and Electrical Tools | Power Tools | Guns |
| Workshop, Industrial and Electrical Tools | Power Tools | Multitools,  |
| Workshop, Industrial and Electrical Tools | Power Tools | Air Tools, Compressors & Compactors |
| Workshop, Industrial and Electrical Tools | Power Tools | Welding |
| Workshop, Industrial and Electrical Tools | Power Tools | Drills, Augers, Countersinks, Hole Cutters& Bits |
| Workshop, Industrial and Electrical Tools | Power Tools | Sensors, Detectors & Testing |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Screws |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Biscuits, Patches & Dowelling |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Nuts, Bolts, Nails & Staples |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Door Fittings |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Hardware |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Abrasives, Strippers & Fillers |
| Workshop, Industrial and Electrical Tools | Fixings and Fasteners | Drill Bits & Accessories |
| Workshop, Industrial and Electrical Tools | Machine Tools | Lifts, Presses & Moving Equipment |
| Workshop, Industrial and Electrical Tools | Machine Tools | Machine Saws & Blades |
| Workshop, Industrial and Electrical Tools | Machine Tools | Drills & Morticers |
| Workshop, Industrial and Electrical Tools | Machine Tools | Turning & Lathes |
| Workshop, Industrial and Electrical Tools | Machine Tools | Milling |
| Workshop, Industrial and Electrical Tools | Machine Tools | Cutting |
| Workshop, Industrial and Electrical Tools | Machine Tools | Jointers & Sanders |
| Workshop, Industrial and Electrical Tools | Machine Tools | Spindle Moulding & Tenoners |
| Workshop, Industrial and Electrical Tools | Machine Tools | Accessories |
| Workshop, Industrial and Electrical Tools | Workshop Equipment & Accessories | Benches & Vices |
| Workshop, Industrial and Electrical Tools | Workshop Equipment & Accessories | Clamps |
| Workshop, Industrial and Electrical Tools | Workshop Equipment & Accessories | Tool Cabinets & Benches  |
| Workshop, Industrial and Electrical Tools | Workshop Equipment & Accessories | Tool Boxes |
| Workshop, Industrial and Electrical Tools | Workshop Equipment & Accessories | Tool Bags, Rolls & Pouches |
| Workshop, Industrial and Electrical Tools | Workshop Equipment & Accessories | Parts & strip trays |

**APPENDIX F: LOT 6 PAINTS AND SOLVENTS GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Paints and Solvents | Interior Paints  | Matt |
| Paints and Solvents | Interior Paints  | Eggshell |
| Paints and Solvents | Interior Paints  | Emulsion |
| Paints and Solvents | Interior Paints  | Vinyl |
| Paints and Solvents | Interior Paints  | Acrylic |
| Paints and Solvents | Exterior Paint | Masonry Paint  |
| Paints and Solvents | Exterior Paint | Wood Paint  |
| Paints and Solvents | Exterior Paint | Metal Paint |
| Paints and Solvents | Floor Paint | Floor Paint  |
| Paints and Solvents | Floor Paint | Anti-Slip Floor Paint |
| Paints and Solvents | Floor Paint | Brick Paint |
| Paints and Solvents | Specialist Paint | Mould |
| Paints and Solvents | Specialist Paint | Rust |
| Paints and Solvents | Specialist Paint | Flames |
| Paints and Solvents | Specialist Paint | Corrosion |
| Paints and Solvents | Specialist Paint | Abrasion |
| Paints and Solvents | Specialist Paint | Metal |
| Paints and Solvents | Specialist Paint | Concrete |
| Paints and Solvents | Specialist Paint | Cladding |
| Paints and Solvents | Specialist Paint | Roofs |
| Paints and Solvents | Woodcare  | Interior Woodcare |
| Paints and Solvents | Woodcare  | Exterior Woodcare |
| Paints and Solvents | Undercoats & Primers | Metal Primer |
| Paints and Solvents | Undercoats & Primers | MDF Paint |
| Paints and Solvents | Undercoats & Primers | Exterior Primers |
| Paints and Solvents | Undercoats & Primers | Exterior Undercoats |
| Paints and Solvents | Undercoats & Primers | Wood Primer |
| Paints and Solvents | Undercoats & Primers | Wood Undercoat |
| Paints and Solvents | Decorating Tools & Sundries | Tapes |
| Paints and Solvents | Decorating Tools & Sundries | Strippers |
| Paints and Solvents | Decorating Tools & Sundries | Brushes & Rollers |
| Paints and Solvents | Decorating Tools & Sundries | Sealants |
| Paints and Solvents | Decorating Tools & Sundries | Putties & Fillers |
| Paints and Solvents | Decorating Tools & Sundries | Abrasives & Sandpaper |

**APPENDIX G: LOT 7 FLOORING AND TILING GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Flooring  | Carpet | Carpet Tiles |
| Flooring  | Carpet | Carpet |
| Flooring  | Vinyl  | Vinyl Tiles |
| Flooring  | Vinyl  | Vinyl  |
| Flooring  | Ceramic Floor Tiles | Ceramic Floor Tiles |
| Flooring  | Wood Flooring | Laminate Flooring |
| Flooring  | Wood Flooring | Engineered Wood Flooring |
| Flooring  | Wood Flooring | Solid Wood Flooring |
| Flooring  | Resin Flooring | Resin Flooring |
| Flooring  | Entrance Matting System | Entrance Matting System |
| Flooring  | Adhesives and Sealants | Adhesive |
| Flooring  | Adhesives and Sealants | Sealants |
| Flooring  | Adhesives and Sealants | Silicone |
| Flooring  | Adhesives and Sealants | Grout |
| Flooring  | Adhesives and Sealants | Trims |
| Flooring  | Adhesives and Sealants | Priming |
| Flooring  | Adhesives and Sealants | Matting |
| Flooring  | Flooring Sundries | Waterproofing |
| Flooring  | Flooring Sundries | Levelling |
| Flooring  | Flooring Sundries | Aftercare & Maintenance |
| Flooring  | Flooring Sundries | Underlay |

**APPENDIX H: LOT 8 SMALL TOOL AND PLANT HIRE SERVICES GOODS CATEGORIES**

|  |  |  |
| --- | --- | --- |
| **Category Level 1** | **Category Level 2** | **Category Level 3** |
| Tool & Plant Hire | Access equipment | Towers & Platforms |
| Tool & Plant Hire | Access equipment | Trestles, Staging & Steps |
| Tool & Plant Hire | Access equipment | Booms & Lifts |
| Tool & Plant Hire | Access equipment | Supports |
| Tool & Plant Hire | Hand & Power Tools | Breakers |
| Tool & Plant Hire | Hand & Power Tools | Diamond Drilling |
| Tool & Plant Hire | Hand & Power Tools | Drills |
| Tool & Plant Hire | Hand & Power Tools | Air Tools |
| Tool & Plant Hire | Hand & Power Tools | Drill & Breaking Accessories |
| Tool & Plant Hire | Hand & Power Tools | Broachers |
| Tool & Plant Hire | Fixing Tools | Nailers |
| Tool & Plant Hire | Fixing Tools | Hammers |
| Tool & Plant Hire | Fixing Tools | Screwdrivers |
| Tool & Plant Hire | Fixing Tools | Wrench |
| Tool & Plant Hire | Fixing Tools | Staplers |
| Tool & Plant Hire | Precision Tools | Precision Boring Systems |
| Tool & Plant Hire | Precision Tools | Milling Tools & Inserts |
| Tool & Plant Hire | Precision Tools | Turning Tools |
| Tool & Plant Hire | Precision Tools | Solid Carbide Cutters |
| Tool & Plant Hire | Precision Tools | Part Off & Grooving Sys. |
| Tool & Plant Hire | Precision Tools | Drill, Taps & Reamers |
| Tool & Plant Hire | Precision Tools | Spindle Tooling and Accessories |
| Tool & Plant Hire | Precision Tools | Knurling Equipment |
| Tool & Plant Hire | Precision Tools | Measuring Equipment |
| Tool & Plant Hire | Precision Tools | Threading Systems |
| Tool & Plant Hire | Precision Tools | Workshop and Storage |
| Tool & Plant Hire | Precision Tools | Hygiene and Safety |
| Tool & Plant Hire | Consumables | Abrasives |
| Tool & Plant Hire | Consumables | Adhesives |
| Tool & Plant Hire | Consumables | Diamond Products/Drill Bits |
| Tool & Plant Hire | Consumables | Fixings & Fasteners |
| Tool & Plant Hire | Consumables | Safety/Fire Protection |
| Tool & Plant Hire | Consumables | Site Signs and Labels |
| Tool & Plant Hire | Consumables | Fire Safety |
| Tool & Plant Hire | Consumables | Cutting and Grinding |
| Tool & Plant Hire | Cleaning and Floor Maintenance | Carpet Cleaners |
| Tool & Plant Hire | Cleaning and Floor Maintenance | Floor Scrubbers/Treatment |
| Tool & Plant Hire | Cleaning and Floor Maintenance | Pressure Washers |
| Tool & Plant Hire | Cleaning and Floor Maintenance | Vacuum Cleaners |
| Tool & Plant Hire | Concreting Equipment | Concrete Mixing |
| Tool & Plant Hire | Concreting Equipment | Compaction |
| Tool & Plant Hire | Concreting Equipment | Concrete Laying |
| Tool & Plant Hire | Heating and Cooling Equipment | Air Conditioning |
| Tool & Plant Hire | Heating and Cooling Equipment | Coolers |
| Tool & Plant Hire | Heating and Cooling Equipment | Dryers |
| Tool & Plant Hire | Heating and Cooling Equipment | Heaters |
| Tool & Plant Hire | Lifting & Handling | Gantries, Beams & Towers |
| Tool & Plant Hire | Lifting & Handling | Hoists |
| Tool & Plant Hire | Lifting & Handling | Cable & Drum Handling |
| Tool & Plant Hire | Lifting & Handling | Lifts & Accessories |
| Tool & Plant Hire | Plumbing and Drainage | Drain Clearing |
| Tool & Plant Hire | Plumbing and Drainage | Pipe Cutting |
| Tool & Plant Hire | Plumbing and Drainage | Pipe Threading |
| Tool & Plant Hire | Plumbing and Drainage | Pumping |
| Tool & Plant Hire | Plumbing and Drainage | Pumps |
| Tool & Plant Hire | Plumbing and Drainage | Pipe Bending |
| Tool & Plant Hire | Machine Tools | Masonry Cutting |
| Tool & Plant Hire | Machine Tools | Metal Working |
| Tool & Plant Hire | Machine Tools | Tile Cutting |
| Tool & Plant Hire | Machine Tools | Woodworking |
| Tool & Plant Hire | Machine Tools | Grinders |
| Tool & Plant Hire | Surveying & Location | Lasers & Levels |
| Tool & Plant Hire | Surveying & Location | Monitoring |
| Tool & Plant Hire | Surveying & Location | Specialist |
| Tool & Plant Hire | Safety & Ventilation | Fall & Arrest |
| Tool & Plant Hire | Safety & Ventilation | Height |
| Tool & Plant Hire | Safety & Ventilation | Confined Space |
| Tool & Plant Hire | Tools & Garden Machinery | Chippers & Shredders |
| Tool & Plant Hire | Tools & Garden Machinery | Lawn/Garden Care |
| Tool & Plant Hire | Tools & Garden Machinery | Hedge & Tree Cutting |
| Tool & Plant Hire | Tools & Garden Machinery | Clearance & Mowing |
| Tool & Plant Hire | Painting and Spraying | Mixers |
| Tool & Plant Hire | Painting and Spraying | Paint Stripping |
| Tool & Plant Hire | Painting and Spraying | Wallpaper Stripper |
| Tool & Plant Hire | Painting and Spraying | Spray Units |
| Tool & Plant Hire | Compressor | Rollers |
| Tool & Plant Hire | Compressor | Compactors |
| Tool & Plant Hire | Compressor | Rammers |
| Tool & Plant Hire | Compressor | Trailers |
| Tool & Plant Hire | Generators & Transformers | Petrol Generator |
| Tool & Plant Hire | Generators & Transformers | Diesel Generator |
| Tool & Plant Hire | Generators & Transformers | Gas Generator |
| Tool & Plant Hire | Generators & Transformers | Silenced Generator |
| Tool & Plant Hire | Generators & Transformers | Loadbanks |
| Tool & Plant Hire | Portable Units | Portable Units |

**Part B – Key Performance Indicators**

Part B – Key Performance Indicators

General

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 18.1 (Variation Procedure).

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.

The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|   | **KPI** |  | **Measure** |  |  | **Target** |
| **Quality**  | Fit for Purpose products received by customer | Level of returns due to fault.  | 98% |
| Customer Satisfaction – Goods and/or Services to be provided under Call Off Agreement to the satisfaction of Customers.  | Confirmation by the Contracting Authority’s of the Supplier’s performance against customer satisfaction surveys issued by the Authority. | Target to be defined / refined within the first 6 months of the framework agreement |
| On time Delivery | Delivered on time, within the agreed timescales | 100% |
| Continuous improvement | The number of times the supplier has reported opportunities that could lead to process improvements, cost reduction, enhanced service, better sustainability, longer lasting products. | Target to be defined / refined within the first 6 months of the framework agreement |
| Completion of ISO19001 | Certificates provided by end of Year 2 of the Framework Agreement  | 100% |
| **Cost** | Compliance with Continuous Improvement and Benchmarking Proposals | Compliance with Schedule 12 Continuous Improvement and Benchmarking  | 100% |
| Demand Management Savings | Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan | 100% |
| All Invoices to be paid within 30 calendar days of issue | Confirmation of receipt and time of receipt by the Authority | 100% |
| **Management** | Complaint resolution | Percentage of customer complaints resolved within target time. | 100% |
| Compliance | Zero incidents relating to health and safety or environmental legislation | 100% |
| Reporting MI | Frequency of uploading MI onto MISO on time each month. | 100% |
| Accuracy of MI | Number of errors contained in the monthly MI report identified by the authority  | 100% |
| 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 | 100% |
| Participation in Further Competitions | Measured by the number of Further Competitions participated by supplier | 95% |
| **Sustainability**  | Sustainability | Completion of ISO14001 with Certificates provided by end of Year 2 of the Framework Agreement | 100% |
| Number of SME's social enterprises, supported factories worked. Also proportion of overall framework expenditure that has passed to these entities. Number of unemployed people taken on. Apprenticeships created as a result of business stemming from the framework | Target to be defined / refined within the first 6 months of the framework agreement |

FRAMEWORK SCHEDULE 3: FRAMEWORK prices AND CHARGING STRUCTURE

General Provisions

The Framework Prices (prices as set out in this Framework Schedule 3 minus the discounts also set out in this set out in this Framework Schedule 3) are the maximum that the Supplier may pursuant to any Call Off Agreement.

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.

The Supplier acknowledges and agrees that, subject to paragraph 4 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Framework Period.

The pricing structure for lots 1 to 8 in this Framework Agreement will comprise of two (2) elements:

1. Base Offering: Base Offering Is defined as the items submitted by the Suppliers as part of their bid submission which are aligned to the Category Level 3 Goods within each of the appendices A to H
2. Sourced Offering: Sourced Offering is defined as products that a Contracting Authority may require over the duration of the framework but are not available via the Suppliers Base Offering.

1.5.6 The pricing structure Base Offering and Sourced Offering are inclusive of all packaging and standard delivery.

1.5.7 The Pricing Matrix, Annex 6 of the Invitation to Tender must incorporate a minimum percentage discount which is applied at Call Off. Contracting Authority’s may receive further percentage discount subject to the Further Competition process.

1.5.9 The Supplier is required and must offer price promotions to Contracting Authority’s that are beyond the minimum discount offered on their Base Offering at intervals specified by the Authority.

The pricing structure for Lot 9 in this Framework Agreement will comprise of two (2) elements:

1. Base Offering: Base Offering Is defined as the items submitted by the Suppliers as part of their bid submission.
2. Sourced Offering: Sourced Offering is defined as products that a Contracting Authority may require over the duration of the framework but are not available via the Suppliers Base Offering.

1.5.6 The pricing structure Base Offering and Sourced Offering are inclusive of all packaging and standard delivery.

1.5.7 The Pricing Matrix, Annex 6 of the Invitation to Tender must incorporate a minimum percentage discount which is applied at Call Off. Contracting Authority’s may receive further percentage discount subject to the Further Competition process.

1.5.9 The Supplier is required and must offer price promotions to Contracting Authority’s that are beyond the minimum discount offered on their Base Offering at intervals specified by the Authority.

Pricing mechanism for the caLculation of framework prices

Framework Prices Lot 1 to 8 shall be calculated using the pricing mechanism specified in paragraphs 2.2 and 2.3 to this Framework Schedule 3

Framework Prices Lot 1 to 8

* + 1. The Construction, Consumables and Materials Base Offering as set out below at (a) will be subject to the minimum discounts as set out at 2.3.1 (a) below.
			1. \*insert catalogue price file submitted in response to the ITT Annex 6\*
	1. Discounts Lot 1 to 8
		1. The Construction, Consumables and Materials Building Materials and Associated Services Base Offering shall be subject to the minimum discount levels as set out at 2.3.1 (a) below. The minimum discount levels must be fixed for the duration of the Framework.
			1. \*Insert discounts as submitted in your response to the ITT\* Annex 6

Framework Prices Lot 9 shall be as

* + - 1. \*insert Annex 6 price file submitted in response to the ITT \*

costs and expenSes

The Framework Prices shall include all costs and expenses relating to the Goods and/or Services provided to Contracting Authority’s 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:

* + 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
		2. any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Agreement.
		3. All Lots all packaging and standard delivery.

Adjustment of the Framework Prices

The Framework Prices shall only be varied:

* + 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 18.2 of this Framework Agreement (Legislative Change);
		2. where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);

Subject to paragraphs 4.1.1 and to 4.1.2 of this Framework Schedule, the Framework Prices will remain fixed for the duration of the Framework Agreement.

SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

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.

Such assessments by the Supplier under paragraph 5.1 shall be carried out on 1 September and 1 March 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 7.1.3 below.

not used

IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

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:

* + 1. in accordance with Clause 18.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 4.1.1 of this Framework Schedule;
		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 4.1.2 of this Framework Schedule 3; or
		3. on 1 October for assessments made on 1 September and on 1 April for assessments made on 1 March where an adjustment to the Framework Prices is made in accordance with paragraph 4.1.3 of this Framework Schedule 3 ; or
		4. on the Review Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 4.1.4 of this Framework Schedule 3.

and the Parties shall amend the Framework Prices issued as part of the RFP to reflect such variations.

CHARGES UNDER CALL OFF AGREEMENTS

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 1.1 and 1.2 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.

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.

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

[insert Call oFF terms]

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

AWARD PROCEDURE

If the Authority or any Other Contracting Authority decides to source the Goods and/or Services through this Framework Agreement then it will award its Goods and/or 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.

If a Contracting Authority can determine that:

* + 1. its Goods and/or Services Requirements can be met by the Framework Supplier's catalogue/description of the Goods and/or Services as set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms);

then the Contracting Authority may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Authority:

* + 1. requires the Supplier to develop proposals or a solution in respect of such Contracting Authority's Goods and/or Services Requirements; and/or
		2. needs to amend or refine the Template Call Off Terms to reflect its Goods and/or 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.

The Contracting Authority shall only request Goods and/or Services from the Supplier(s) appointed to the relevant lot.

Contracting Authority’s shall be advised to only use Lot 1 Building Materials and Associated Services (one stop shop) where the Goods Categories are:

1. Unique to Lot 1 Building Materials and Associated Services ‘One Stop Shop’ e.g. Heavy Building Materials;
2. Where a Contracting Authority requires to Call Off two or more Goods Categories e.g. Plumbing and Paint;
3. Where a Contracting Authority wishes to engage in a single Call Off Agreement for their Goods Categories requirements across a range (two or more) of Goods Categories.

Where a Contracting Authority is buying large volumes of Goods defined within Appendix A – H Lots 1 to 8 and Schedule 3 paragraph 2.4 (a) Lot 9, the Contracting Authority is encouraged to run a Further Competition to leverage greater discounts even though it is possible to undertake a Direct Award.

Contracting Authority’s may wish to run a Further Competition implement a term contract with a single provider for their future Goods requirements, where ever this is undertaken there will need to be sufficient commitment from the Contracting Authority to establish a Call Off contract.

Contracting Authority’s may wish to apply a pricing structure that varies from that applied at Framework level. This may include but is not limited to price breaks, volume discounts which must be applied by the Contracting Authority at Call Off stage.

DIRECT ORDERING WITHOUT A FURTHER COMPETITION

Subject to paragraph 1.2 above any Contracting Authority awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall:

* + 1. develop a clear Statement of Requirements;
		2. apply the Direct Award Criteria to the catalogue of the Goods and/or Services for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and
		3. on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 7 below.

FURTHER COMPETITION PROCEDURE

 Contracting Authority's Obligations

Any Contracting Authority awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:

* + 1. develop a Statement of Requirements setting out its requirements for the Goods and/or Services and identify the Framework Suppliers capable of supplying the Goods and/or Services;
		2. amend or refine the Template Call Off Form and Template Call Off Terms and Schedules to reflect its Goods and/or Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
		3. invite bidders by conducting a Further Competition Procedure for its Goods and/or Services Requirements in accordance with the Regulations and Guidance and in particular:
			1. if an Electronic Reverse Auction (as defined in paragraph 4 below) is to be held the Contracting Authority shall notify the Framework Suppliers identified in accordance with paragraph 3.1.1and shall conduct the Further Competition Procedure in accordance with the procedures set out in paragraph 4.3; or
			2. if an Electronic Reverse Auction is not used, the Contracting Authority shall:
				1. invite the Framework Suppliers identified in accordance with paragraph 3.1.1 to submit a Bid 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;
				2. set a time limit for the receipt by it of the Bids which takes into account factors such as the complexity of the subject matter of the proposed Call Off Agreement and the time needed to submit Bids; and
				3. keep each Bid confidential until the time limit set out for the return of Bids has expired.
		4. apply the Further Competition Award Criteria to the Framework Suppliers' compliant Bids submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Goods and/or Services Requirements;
		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:
			1. state the Goods and/or Services Requirements;
			2. state the Bid submitted by the successful Framework Supplier;
			3. state the charges payable for the Goods and/or Services Requirements in accordance with the Bid submitted by the successful Framework Supplier; and
			4. 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 Goods and/or Services,
		6. provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their Bids were unsuccessful.

The Supplier's Obligations

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:

* + 1. a statement to the effect that it does not wish to Bid in relation to the relevant Goods and/or Services Requirements; or
		2. the full details of its Bid made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a Bid, it should include, as a minimum:
			1. an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
			2. a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
			3. a proposal covering the Goods and/or Services Requirements.

(d) confirmation of discounts applicable to the Goods and/or Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).

* + 1. 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).
		2. The Supplier agrees that:
			1. all Bids 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 documentation issued by the relevant Contracting Authority in accordance with the Call Off Procedure); and
			2. all Bids 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 Bid 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:
				1. communicate to any person other than the person inviting these Bids the amount or approximate amount of the Bid, except where the disclosure, in confidence, of the approximate amount of the Bid was necessary to obtain quotations required for the preparation of the Bid; and
				2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a Bid or as to the amount of any Bids to be submitted.

E-AUCTIONS

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 using a reverse auction in accordance with the rules laid down by the Contracting Authority and in accordance with the Regulations, prior to the commencement of any such Further Competition Procedure.

The Supplier acknowledges that Contracting Authority’s may wish to undertake an electronic reverse auction, where Framework Suppliers compete in real time by bidding as the auction unfolds ("Electronic Reverse Auction").

Before undertaking an Electronic Reverse Auction, the relevant Contracting Authority will make an initial full evaluation of all Bids.

The Contracting Authority will inform the Framework Suppliers of the specification for the Electronic Reverse Auction which shall include:

* + 1. the information to be provided at auction, which must be expressed in figures or percentages;
		2. the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
		3. any limits on the values which may be submitted;
		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;
		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;
		6. relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
		7. the date and time of the start of the Electronic Reverse Auction; and
		8. details of when and how the Electronic Reverse Auction will close.

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.

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.

The Supplier acknowledges and agrees that:

* + 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;
		2. its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
		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.

The Contracting Authority will close the Electronic Reverse Auction on the basis of:

* + 1. a date and time fixed in advance;
		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
		3. when all the phases have been completed.

NO AWARD

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 Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Agreement.

RESPONSIBILITY FOR AWARDS

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:

* + 1. the conduct of Other Contracting Authority’s in relation to this Framework Agreement; or
		2. the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Authority’s entered into pursuant to this Framework Agreement.

CALL OFF award PROCEDURE

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 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.

On receipt of an order form as described in paragraph 7.1. above 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.

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.

FORM OF ORDER

The Parties acknowledge that provisions of schedule 14 (Alternative and/or additional clauses) of the Template Call Off Terms shall apply in accordance with Clause 1.2.3 (a) of this Framework Agreement and that a Contracting Authority shall have the right to include any of the provisions referred to within that schedule.

FRAMEWORK SCHEDULE 6: AWARD CRITERIA

General

This Framework Schedule 6 is designed to assist Contracting Authority’s when drafting documentation for a Further Competition Procedure.

A contract may be awarded on the basis of most economically advantageous tender ("MEAT").

This Framework Schedule 6 will include details of the evaluation criteria and any weighting that will be applied to those criteria.

The Contracting Authority reserves the right to vary the award criteria, Price and Quality by +/- 10% when determining criteria to ensure the flexibility will allow them to attain their local priorities.

Part A: Direct Award

DIRECT AWARD CRITERIA

The following criteria and weightings shall be applied to the Framework Suppliers' information).

Customers will review the supplier catalogue offering, and discounts offered, then conduct a price and quality exercise whereby all suppliers able to supply the specific requirements prices and delivery timescales will be considered within a tool provided by the authority in line with the following methodology:

Price which will include the total price including any additional delivery options after discount is evaluated utilising the 0-100 Scoring Methodology below and allocated a 70% weighting. Price elements will be evaluated on the following criteria:

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price.

The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example -

Bid 1 £100,000 is the lowest score and scores 100

Bid 2 £120,000 a differential of £20,000 or 20%. In this instance 20% is deducted from price which results in a price score of 80

Bid 3 £150,000 a differential of £50,000 or 50%. In this instance 20% is deducted from price which results in a price score of 50.

Bid 4 £175,000 a differential of £75,000 or 75%. In this instance 75% is deducted from price which results in a price score of 25.

Bid 5 £200,000 a differential of £100,000 or 100%. In this instance 100% is deducted from price which results in a price score of 0.

Bid 6 £300,000 a differential of £200,000 or 200%. In this instance 100% is deducted from price which results in a price score of 0.

Where the score criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example, if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation:

Score divided by Total Points multiplied by 70 (80 / 100 x 70 = 56)

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

Quality will be evaluated in relation the delivery timescales and how they fit in with the specific requirements and allocated a 30% weighting. Evaluation will be completed as follows:

* + - 1. Delivery within the required timescales – 100
			2. Outside the timescales but still acceptable – 50
			3. Outside the timescales and unacceptable - 0

The two individual scores will then be combined to identify a total score, the supplier achieving the highest of which will receive the direct award order.

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria - ranked in order of importance** | **Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Authority conducting the direct award** |
| 1 | Price (Total price including any additional delivery options after discount based on required quantities)  | 70% (+/- 10%) |
| 2 | Quality (Delivery timescales) | 30% (+/- 10%) |

Part B: Further Competition Award Criteria

FURTHER COMPETITION AWARD CRITERIA

The following criteria shall be applied to the Goods and/or Services set out in the Suppliers' compliant Bids submitted through the Further Competition Procedure:

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria** | **Percentage Weightings to be set by the Contracting Authority conducting the further competition**  |
| Price | 70% (+/- 10) |
| Quality  | 30% (+/-10) |
| A | Order Processing |
| B | Customer Relationship Management |
| C | Safety, Technical, Legislative Support and Knowledge |
| D | Sourced Offering Process |
| E | Continuity and Assurance of Supply |
| F | Faulty Goods |
| G | Customer Complaints |
| H | Sustainability |
| **Suggested Potential Additional Criteria****Please note:** Contracting Authority’s may wish to incorporate additional criteria (either those suggested below or customer bespoke criteria) to assess the 30% (+/-10%) quality element. Whenever varying from the original criteria used the customer must ensure that revised quality criteria must always equal 30% (+/-10%). |
| I | Cost effectiveness |
| J | Technical merit |
| K | Technical assistance |
| L | After sales service |
| M | Aesthetic and functional characteristics |
| N | Running costs |
| O | Environmental characteristics |
| P | Delivery date and delivery period |

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

KEY SUB-CONTRACTORS

In accordance with Clause 24.1 (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** |
| [insert Sub-Contractor details] | [insert Sub-Contractor obligation(s)] |
| [insert Sub-Contractor details] | [insert Sub-Contractor obligation(s)] |
| [insert Sub-Contractor details] | [insert Sub-Contractor obligation(s)] |
| [insert Sub-Contractor details] | [insert Sub-Contractor obligation(s)] |

*\*As per your Key SUB-CONTRACTOR LIST submitted in Attachment 7\**FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "Supplier Framework Manager" | 1. has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8
 |
| "Supplier Review Meetings" | 1. has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8
 |

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.

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.

This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

FRAMEWORK MANAGEMENT

* 1. Framework Management Structure:
		1. The Supplier shall provide a suitably qualified nominated contact (the “**Supplier** **Framework Manager**”) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
		2. The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
		3. A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.
		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.
		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.

Supplier Review Meetings

* + 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. 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.
		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.
		4. The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.

KEY PERFORMANCE INDICATORS

The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

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.

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.

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.

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.

The Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

EFFICIENCY TRACKING PERFORMANCE MEASURES

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:

* + 1. tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Authority’s are consuming less and buying more smartly;
		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).

The list in paragraph 4.1 is not exhaustive and may be developed during the Framework Period.

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 (Goods and/or Services and Key Performance Indicators).

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.

ESCALATION PROCEDURE

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).

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 47 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

GENERAL REQUIREMENTS

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.

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.

MANAGEMENT INFORMATION AND FORMAT

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.

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.

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.

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.

The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Authority.

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.

FREQUENCY AND COVERAGE

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.

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.

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").

The Supplier must inform the Authority of any errors or corrections to the Management Information:

* + 1. in the next MI Report due immediately following discovery of the error by the Supplier; or
		2. as a result of the Authority querying any data contained in an MI Report.

SUBMISSION OF THE MONTHLY MI REPORT

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.

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.

DEFECTIVE MANAGEMENT INFORMATION

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.

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

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

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.

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.

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.

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 19 (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.

DEFAULT MANAGEMENT CHARGE

* 1. If:
		1. Two (2) MI Failures occur in any rolling six (6) Month period;
		2. Two (2) consecutive MI Failures occur;

then a "**MI Default**" shall be deemed to have occurred.

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.

* 1. The Default Management Charge shall be calculated as the higher of:
		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
		2. the sum of five hundred pounds (£500).

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 19 for any Months in which the Default Management Charge is payable) calculated in accordance with paragraph 6.3 above:

* + 1. in arrears for those Months in which an MI Failure occurred; and
		2. on an ongoing Monthly basis,

until all and any MI Failures have been rectified to the reasonable satisfaction of the Authority.

For the avoidance of doubt the Parties agree that:

* + 1. the Default Management Charge shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 19 of this Framework Agreement; and
		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.

If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of the Authority and the Management Information demonstrates that:

* + 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
		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 19 (Management Charge).

ANNEX 1: MI REPORTING TEMPLATE

FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

Dear Sirs

In accordance with the Framework Agreement entered into on [INSERT DATE] between [insert name of Supplier] and the Authority, we confirm the following:

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.

We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.

We have tested a sample of [ ] 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.

We have tested from the order processing and invoicing systems a sample of [ ] 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 competitive 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.

We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Name:………………………………………………………

Signed:…………………………………………………….

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

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

Note to Suppliers: where 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 Treasury Solicitor’s Department.

FRAMEWORK SCHEDULE 11: MARKETING

INTRODUCTION

This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Goods and/or Services to Contracting Authority’s.

MARKETING

Marketing contact details:

CCS Marketing Department

9th Floor,The Capital,

Old Hall Street,

Liverpool

L3 9PP

AUTHORITY PUBLICATIONS

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.

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.

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.

SUPPLIER PUBLICATIONS

Any marketing materials including social media 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.

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

DEFINITIONS

* 1. In this Framework Schedule 12, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| "Benchmarked Rates" | 1. means the Framework Prices for the Benchmarked Goods and/or Services
 |
| "Benchmark Review" | 1. means a review of the Goods and/or Services carried out in accordance with this Framework Schedule 12 to determine whether those Goods and/or Services represent Good Value
 |
| "Benchmarked Goods and/or Services" | 1. means any Goods and/or Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12
 |
| "Comparable Rates" | 1. means rates payable by the Comparison Group for Comparable Goods and/or Services that can be fairly compared with the Framework Prices
 |
| "Comparable Supply" | 1. means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services
 |
| "Comparable Goods and/or Services" | 1. means Goods and/or Services that are identical or materially similar to the Benchmarked Goods and/or Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Goods and/or Services exist in the market, the Supplier shall propose an approach for developing a comparable Goods and/or Services benchmark
 |
| "Comparison Group" | 1. means a sample group of organisations providing Comparable Goods and/or 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" | 1. means data derived from an analysis of the Comparable Rates and/or the Comparable Goods and/or Services (as applicable) provided by the Comparison Group
 |
| "Good Value" | 1. means that the Benchmarked Rates are within the Upper Quartile
 |
| "Upper Quartile" | 1. means, in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Goods and/or Services, are within the top 25% in terms of best value for money for the recipients of Comparable Goods and/or Services
 |

BACKGROUND

The Supplier acknowledges that the Authority wishes to ensure that the Goods and/or Services, represent value for money to the taxpayer throughout the Framework Period.

This Framework Schedule 12 (Value for Money) 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:

* + 1. Benchmarking;
		2. Continuous Improvement;

BENCHMARKING

* 1. Frequency Purpose and Scope of Benchmark Review
		1. The Supplier shall carry out Benchmark Reviews of the Goods and/or Services when so requested by the Authority.
		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. The purpose of a Benchmark Review will be to establish whether the Benchmarked Goods and/or Services are, individually and/or as a whole, Good Value.
		4. The Goods and/or Services that are to be the Benchmarked Goods and/or Services will be identified by the Authority in writing.
	2. Benchmarking Process
		1. The Supplier shall produce and send to the Authority for Approval, a draft plan for the Benchmark Review.
		2. The plan must include:
			1. a proposed timetable for the Benchmark Review;
			2. a description of the benchmarking methodology to be used;
			3. a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
			4. a description of how the Supplier will scope and identify the Comparison Group.
		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.
		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.
		5. Once it has received the Approval of the draft plan, the Supplier shall:
			1. 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:
				1. market intelligence;
				2. the Supplier's own data and experience;
				3. relevant published information; and
				4. pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
			2. by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
			3. using the Equivalent Data to calculate the Upper Quartile;
			4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
		6. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
		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:
			1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
			2. exchange rates;
			3. 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. Benchmarking Report:
		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;
		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:
			1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Goods and/or Services as a whole are, Good Value;
			2. if any of the Benchmarked Goods and/or 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 Goods and/or Services as a whole Good Value; and
			3. include sufficient detail and transparency so that the Authority can interpret and understand how the Supplier has calculated whether or not the Benchmarked Goods and/or Services are, individually or as a whole, Good Value.
		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 18.1 (Variation Procedure).
		4. The Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authority’s.

CONTINUOUS IMPROVEMENT

The Supplier shall adopt a policy of continuous improvement in relation to the Goods and/or Services pursuant to which it will regularly review with the Authority the Goods and/or 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 Authority’s (including the Framework Prices) and/or improving the quality and efficiency of the Goods and/or 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.

Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Goods and/or 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:

* + 1. identifying the emergence of new and evolving technologies which could improve the Goods and/or Services;
		2. identifying changes in behaviour at Contracting Authority’s that result in a cost saving and a reduction in the Framework Prices;
		3. improving the way in which the Goods and/or Services are sold via the Framework Agreement that may result in reduced Framework Prices;
		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;
		5. identifying and implementing efficiencies in the way the Authority and/or Contracting Authority’s interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
		6. identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;
		7. baselining the quality of the Supplier's Goods and/or Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
		8. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Goods and/or Services, and identifying opportunities to assist Contracting Authority’s in meeting their sustainability objectives.

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.

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.

Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:

* + 1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
		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.

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.

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.

Should the Supplier's costs in providing the Goods and/or Services to Contracting Authority’s be reduced as a result of any changes implemented by the Authority and/or Contracting Authority’s, all of the cost savings shall be passed on to Contracting Authority’s by way of a consequential and immediate reduction in the Framework Prices for the Goods and/or Services.

FRAMEWORK SCHEDULE 13: GUARANTEE

[Insert the name of the Guarantor]

- and -

[Insert the name of the Beneficiary]

DEED OF GUARANTEE

**DEED OF GUARANTEE**

**THIS DEED OF GUARANTEE** is made the day of 20[ ]

**BETWEEN**:

(1) [Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of theGuarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details](**“Guarantor”**); in favour of

(2) [The Authority] [Insert name of Contracting Authority who is Party to the Guaranteed Agreement] whose principal office is at [ ] (**“Beneficiary”**)

**WHEREAS**:

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

Definitions and Interpretation

In this Deed of Guarantee:

* 1. unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
	2. the words and phrases below shall have the following meanings:

|  |  |
| --- | --- |
| ["Authority" | 1. has the meaning given to it in the Framework Agreement;]
 |
| ["Beneficiary" | 1. means [the Authority] [insert name of the Contracting Authority with whom the Supplier enters into a Call Off Agreement] and "Beneficiaries" shall be construed accordingly;]
 |
| ["Call Off Agreement" | 1. has the meaning given to it in the Framework Agreement;]
 |
| ["Framework Agreement" | 1. means the Framework Agreement for the Goods and/or Services dated on or about the date hereof made between the Authority and the Supplier;]
 |
| ["Goods" | 1. has the meaning given to it in the Framework Agreement;]
 |
| ["Guaranteed Agreement" | 1. means [the Framework Agreement] [the Call Off Agreement] made between the Beneficiary and the Supplier on [insert date];]
 |
| "Guaranteed Obligations" | 1. means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
 |
| ["Services" | 1. has the meaning given to it in the Framework Agreement;]
 |

* 1. references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
	2. unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
	3. references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
	4. the words “other” and “otherwise” are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
	5. unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
	6. unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
	7. unless the context otherwise requires, any phrase introduced by the words “including”, “includes”, “in particular”, “for example” or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
	8. references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
	9. references to liability are to include any liability whether actual, contingent, present or future.

Guarantee and indemnity

* 1. The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
	2. The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
	3. If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
		1. fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
		2. as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
	4. As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to enter into a new contract

* 1. If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

Demands and Notices

* 1. Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
		1. [Address of the Guarantor in England and Wales]
		2. [Facsimile Number]
		3. For the Attention of [insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

* 1. Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
		1. if delivered by hand, at the time of delivery; or
		2. if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
		3. if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
	2. In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
	3. Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

Beneficiary's protections

* 1. The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
	2. This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
		1. it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
		2. it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
		3. if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
		4. the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
	3. The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
	4. The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
	5. The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
	6. Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
	7. Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

Guarantor intent

* 1. Without prejudice to the generality of Clause 5 (Beneficiary’s protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

Rights of subrogation

* 1. The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
		1. of subrogation and indemnity;
		2. to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier’s obligations; and
		3. to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary’s written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

Deferral of rights

* 1. Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
		1. exercise any rights it may have to be indemnified by the Supplier;
		2. claim any contribution from any other guarantor of the Supplier’s obligations under the Guaranteed Agreement;
		3. take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
		4. demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
		5. claim any set‑off or counterclaim against the Supplier;
	2. If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

Representations and warranties

* 1. The Guarantor hereby represents and warrants to the Beneficiary that:
		1. the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
		2. the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
		3. the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
			1. the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
			2. any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
			3. the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
		4. all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
		5. this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

Payments and set-off

* 1. All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
	2. The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
	3. The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

Guarantor's acknowledgement

* 1. The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

Assignment

* 1. The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
	2. The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

Severance

* 1. If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

Third party rights

* 1. A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Governing Law

* 1. This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
	2. The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
	3. Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
	4. The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
	5. [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

OBLIGATION TO MAINTAIN INSURANCES

* 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.
	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.
	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.
	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.

GENERAL OBLIGATIONS

* 1. Without limiting the other provisions of this Framework Agreement, the Supplier shall:
		1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Goods and/or 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. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
		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.

FAILURE TO INSURE

* 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.
	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.

EVIDENCE OF POLICIES

* 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.

AGGREGATE LIMIT OF INDEMNITY

* 1. Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
		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:
			1. details of the policy concerned; and
			2. its proposed solution for maintaining the minimum limit of indemnity specified; and
		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:
			1. 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
			2. 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.

CANCELLATION

* 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.

INSURANCE CLAIMS

* 1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Goods and/or Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Goods and/or 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.
	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 an amount to be agreed reflecting the level of damage relating to or arising out of the provision of the Goods and/or 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.
	3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
	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

Insured

* 1. The Supplier

Interest

* 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:
		1. death or bodily injury to or sickness, illness or disease contracted by any person;
		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 Goods and/or Services and in connection with this Framework Agreement.

Limit of indemnity

* 1. Not less than [an amount to be determined by the Authority 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.

Territorial limits

* + 1. United Kingdom,

Period of insurance

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

Cover features and extensions

* 1. Indemnity to principals clause.

Principal exclusions

* 1. War and related perils.
	2. Nuclear and radioactive risks.
	3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
	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.
	5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
	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. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
	8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

Maximum deductible threshold

* 1. Not to exceed threshold agreed at customer call off stage for each and every third party property damage claim (personal injury claims to be paid in full).

Part B: United Kingdom Compulsory Insurances

General

* 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

INTRODUCTION

* 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.
	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.
	3. Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 26.4 (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** |
| --- | --- | --- | --- |
|  | [insert date]  | [insert details] | [insert duration] |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

DEFINITIONS

* 1. In this Framework Schedule 18, the following definitions shall apply:

|  |  |
| --- | --- |
| "CEDR" | 1. means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
 |
| "Counter Notice" | 1. has the meaning given to it in paragraph 6.2;
 |
| "Exception" | 1. 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" | 1. means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;
 |
| "Expert" | 1. means the person appointed by the Parties in accordance with paragraph 5.2 of this Framework Schedule 18;
 |
| "Mediation Notice" | 1. has the meaning given to it in paragraph 3.2; and
 |
| "Mediator" | 1. means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 18.
 |

INTRODUCTION

* 1. If a Dispute arises then:
		1. the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
		2. if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.
	2. The Dispute Notice shall set out:
		1. the material particulars of the Dispute;
		2. the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
		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.
	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.
	4. Subject to paragraph 3.2, the Parties shall seek to resolve Disputes:
		1. first by commercial negotiation (as prescribed in paragraph 3);
		2. then by mediation (as prescribed in paragraph 4); and
		3. lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 48 (*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).

* 1. 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. 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:
		1. in paragraph 3.2.3, ten (10) Working Days;
		2. in paragraph 4.2, ten (10) Working Days;
		3. in paragraph 5.2, five (5) Working Days; and
		4. in paragraph 6.2, ten (10) Working Days.
	3. If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

COMMERCIAL NEGOTIATIONS

* 1. Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority’s representative and the Supplier’s representative, such discussions being commercial negotiations.
	2. If:
		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
		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. 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.

MEDIATION

* 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.
	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.
	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. 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.

EXPERT DETERMINATION

* 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.
	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).
	3. The Expert shall act on the following basis:
		1. he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
		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;
		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;
		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. the process shall be conducted in private and shall be confidential; and
		6. the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

ARBITRATION

* 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.
	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 48 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
	3. If:
		1. the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;
		2. the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
		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 48 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
	4. In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:
		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);
		2. the arbitration shall be administered by the LCIA;
		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;
		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;
		5. the chair of the arbitral tribunal shall be British;
		6. the arbitration proceedings shall take place in London and in the English language; and
		7. the seat of the arbitration shall be London.

URGENT RELIEF

* 1. Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
		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
		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:

|  |
| --- |
| **[**Crown Commercial Service **]** ("**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:
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 – NOT USED

FRAMEWORK SCHEDULE 21: PROCESSING DATA

**Status of the Controller**

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Framework Agreement dictates the status of each party under the GDPR. A Party may act as:
		1. “Controller” in respect of the other Party who is “Processor”;
		2. “Processor” in respect of the other Party who is “Controller”;
		3. “Joint Controller” with the other Party;
		4. “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under this Framework Agreement and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

**Where one Party is Controller and the other Party its Processor**

* 1. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.
	2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
	3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
		1. a systematic description of the envisaged Processing and the purpose of the Processing;
		2. an assessment of the necessity and proportionality of the Processing in relation to the Services;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
	4. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Framework Agreement:
		1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 26.5 of the Framework Agreement*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Data Loss Event;
			3. state of technological development; and
			4. cost of implementing any measures;
		3. ensure that :
			1. the Processor Personnel do not Process Personal Data except in accordance with the Framework Agreement (and in particular Annex 1 *(Processing Personal Data*));
			2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
				1. are aware of and comply with the Processor’s duties under this Schedule 21 and Clause 26.5 (P*rotection of Personal Data*),;
				2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
				3. 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 Controller or as otherwise permitted by the Framework Agreement; and
				4. have undergone adequate training in the use, care, protection and handling of Personal Data;
		4. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
			1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
			4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
		5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Framework Agreement unless the Processor is required by Law to retain the Personal Data.
	5. Subject to paragraph 7 of this Schedule 21, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Framework Agreement it:
		1. receives a Data Subject Request (or purported Data Subject Request);
		2. receives a request to rectify, block or erase any Personal Data;
		3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
		4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Framework Agreement;
		5. receives 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; or
		6. becomes aware of a Data Loss Event.
	6. The Processor’s obligation to notify under paragraph 6 of this Schedule 21 shall include the provision of further information to the Controller in phases, as details become available.
	7. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 21 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
		1. the Controller with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Controller following any Data Loss Event; and/or
		5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.
	8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 21. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
		1. the Controller determines that the Processing is not occasional;
		2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
		3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
	10. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
	11. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
		1. notify the Controller in writing of the intended Subprocessor and Processing;
		2. obtain the written consent of the Controller;
		3. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 21 such that they apply to the Subprocessor; and
		4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
	12. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
	13. The Authority may, at any time on not less than 30 Working Days’ notice, revise this Schedule 21 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Framework Agreement).
	14. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Authority may on not less than 30 Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

**Where the Parties are Joint Controllers of Personal Data**

* 1. In the event that the Parties are Joint Controllers in respect of Personal Data under the Framework Agreement, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 21 (*Processing Data*).

**Independent Controllers of Personal Data**

* 1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
	2. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
	3. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 21 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
	4. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Framework Agreement.
	5. The Parties shall only provide Personal Data to each other:
		1. to the extent necessary to perform their respective obligations under the Framework Agreement;
		2. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
		3. where it has recorded it in Annex 1 *(Processing Personal Data).*
	6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
	7. A Party Processing Personal Data for the purposes of the Framework Agreement shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
	8. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Framework Agreement **(“Request Recipient”)**:
		1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
		2. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
			1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
			2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
	9. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Framework Agreement and shall:
		1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
		2. implement any measures necessary to restore the security of any compromised Personal Data;
		3. work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
		4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
	10. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Framework Agreement as specified in Annex 1 *(Processing Personal Data).*
	11. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Framework Agreement which is specified in Annex 1 *(Processing Personal Data)*.
	12. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 21 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 21.

**Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Authority at its absolute discretion.

* + - 1. The contact details of the Authority’s Data Protection Officer are: **[Insert** Contact details]
			2. The contact details of the Supplier’s Data Protection Officer are: **[Insert** Contact details]
			3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
			4. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Authority is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:* ***[Insert*** *the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Authority]*

**The Supplier is Controller and the Authority is Processor***The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Authority is the Processor in accordance with paragraph* 2 *to paragraph 15* *of the following Personal Data:** ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing by the Authority is determined by the Supplier]*

**The Parties are Joint Controllers***The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:** ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]*

**The Parties are Independent Controllers of Personal Data***The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:** *Business contact details of Supplier Personnel for which the Supplier is the Controller,*
* *Business contact details of any* *directors, officers, employees, agents, consultants and contractors of Authority (excluding the Supplier Personnel) engaged in the performance of the Authority’s duties under the Framework Agreement) for which the Authority is the Controller,*
* ***[Insert*** *the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Authority]*

***[Guidance*** *where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]*  |
| Duration of the Processing | *[Clearly set out the duration of the Processing including dates]* |
| Nature and purposes of the Processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.**The purpose might include: employment processing, statutory obligation, recruitment assessment etc]* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particularwebsite etc]* |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |

**Annex 2 - Joint Controller Agreement**

**1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Schedule 21 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Schedule 21 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Authority]:

(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;

(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

(c) is solely responsible for the Parties’ compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier’s/Authority’s] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Law as against the relevant Party as Controller.

* + 1. **Undertakings of both Parties**
			1. The Supplier and the Authority each undertake that they shall:

(a) report to the other Party every [x] months on:

(i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);

(ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party’s obligations under applicable Data Protection Legislation;

(iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

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

that it has received in relation to the subject matter of the Framework Agreement during that period;

(b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

(c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

(d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Framework Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

(e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;

(f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

(g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

(i) are aware of and comply with their duties under this Annex 2 (Data Sharing Agreement) and those in respect of Confidential Information

(ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;

(iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;

(h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(i) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and

(i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3**. Data Protection Breach**

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

co-operation with the other Party including taking such reasonable steps as are directed by the Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;

co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party’s own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier’s Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4**. Audit**

4.1 The Supplier shall permit:

1. the Authority, or a third-party auditor acting under the Authority’s direction, to conduct, at the Authority’s cost, data privacy and security audits, assessments and inspections concerning the Supplier’s data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
2. the Authority, or a third-party auditor acting under the Authority’s direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Framework Agreement, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier’s compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

**5. Impact Assessments**

5.1 The Parties shall:

1. provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
2. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Framework Agreement, in accordance with the terms of Article 30 GDPR.

**6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

**7. Liabilities for Data Protection Breach**

7.1 If financial penalties are imposed by the Information Commissioner on either the Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

1. if in the view of the Information Commissioner, the Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
2. if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Authority and its auditors, on request and at the Supplier’s sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
3. if no view as to responsibility is expressed by the Information Commissioner, then the Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Schedule 18.

7.2 If either the Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“**Court**”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):

1. if the Authority is responsible for the relevant Personal Data Breach, then the Authority shall be responsible for the Claim Losses;
2. if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
3. if responsibility for the relevant Personal Data Breach is unclear, then the Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Authority.

**9. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Control Memorandum of Understanding*), the Authority shall be entitled to terminate the Framework Agreement by issuing a Termination Notice to the Supplier in accordance with Clause 32.2.

**10. Sub-Processing**

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Framework Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

**11. Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Framework Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

framework schedule 22: transparency reports

1. TRANSPARENCY REPORTS

1.1 Within three (3) months of the Framework Commencement Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Annex 1 (once approved, the “Transparency Reports”).

1.2 If the Authority rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.

1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1.

1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.

1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Framework Agreement.

ANNEX 1: TRANSPARENCY REPORTS

|  |  |  |  |
| --- | --- | --- | --- |
| TITLE | CONTENT | FORMAT | FREQUENCY |
| *Cost and price models*  |  |  |  |
| *Discount levels*  |  |  |  |
| *Volumes transacted*  |  |  |  |
|  |  |  |  |
|  |  |  |  |