Date: 25/10/2023

A Framework Agreement

Between

The Secretary of State for Justice

And

Lot 1, 2, 3, 4, 5 and 6

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**Framework Agreement Start Date 1st November 2023**

**PARTIES:**

(1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the “**Authority**");

**AND**

(2) with registered company number whose registered address is (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

**WHEREAS**

1. The objective of this Framework Agreement is to create framework to facilitate the supply of Timber Materials into HMPPS prison workshops (the **“Framework Services”**).
2. The Framework Services have been procured in 6 lots, which includes:

Lot 1 – Softwood (including roof trusses)

Lot 2 – Hardwood

Lot 3 – Melamine Faced Chipboard (MFC), Melamine Faced Density Fibreboard (MFMDF), Edging Materials, Medium Density Fibreboard (MDF), Plywood, Orientated Strand Boards (OSB) and Sundry Items

Lot 4 – Melamine Faced Medium Density Fibreboard – Fire Retardant (MFMDF-FR)

Lot 5 – Medium Density Fibreboard – Fire Retardant

Lot 6 – Flat Rack Laminated Deck Boards

1. On 19th June 2023, the Authority issued a contract notice on Find a Tender Service under notice reference Procurement reference 2023/S 000-017306 setting out its intention to procure the Framework Services in accordance using the open procedure set out in regulation 28 of the Regulations.
2. Following a competitive tender process, the Authority wishes to appoint the Supplier to provide the Framework and to provide Goods to Customers under Call-Off Contracts and the Supplier agrees to provide those Goods in accordance with these terms and conditions and/or the terms and conditions of any relevant Call-Off Contracts.

**NOW IT IS HEREBY AGREED:**

**A GENERAL**

**A1 Definitions and Interpretation**

In this Framework Agreement and its recitals, unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” 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 with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“**Authorised Representative**” means the Authority representative named in a CCN who is authorised to approve Changes.

“**Authority Data**” means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement; or

(b) any Personal Data for which the Authority is the Controller.

“**Authority Premises**” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

**“Authority Representative”** means the person identified by the Authority for providing Performance Reports to. This may differ depending on the nature of the report being provided, but clear instruction will be provided by the Operational Contract Manager

“**Authority Software**” means software which is owned by or licensed to the Authority (other than under or pursuant to the Framework Agreement) and which is or will be used by the Supplier for the purposes of providing the Services.

“**Authority System**” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Framework Agreement which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

**“Award Criteria”** means the criteria for evaluating Bids set out by the Customer in the ITT;

“**Baseline Security Requirements**” means the security requirements in annexe 1 of Schedule 6.

**“Bid”** means a bid submitted by a Framework Supplier in response to an ITT issued by a Customer in accordance with paragraph 2.4 of Schedule 10 (Call-Off Procedure).

“**BPSS**” means the Government’s Baseline Personnel Security Standard for Government employees.

“**Breach of Security**” means an occurrence of:

(a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Framework Agreement;

(b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Framework Agreement, including copies; and/or

(c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

“**BS 8555**” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

**“Call-Off Contract”** means a contract between a Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out and referred to in the Order Form and the Call-Off Order Terms.

**“Call-Off Procedure”** means the process for awarding a Call-Off Contract as set out in Schedule 10 (Call-Off Procedure)].

“**CCN**” means a change notice in the form set out in Schedule 3.

“**Certification Requirements**” means the requirements set out in paragraph 5.1 of Schedule 6.

“**CESG**” means the Government’s Communications Electronics Security Group.

“**Change**” means a change in any of the terms or conditions of the Framework Agreement.

“**Change in Law**” means any change in Law which affects the performance of the Services which comes into force after the Commencement Date.

“**Commencement Date**” means the date specified in clause A5.1.

“**Commercially Sensitive Information**” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

1. the Price; and/or
2. the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“**Comparable Supply**” means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

“**Confidential Information**” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

1. was public knowledge at the time of disclosure otherwise than by breach of clause D4;
2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
4. is independently developed without access to the Confidential Information.

**“Consumer Price Index”** is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

**“Contract Year”** means: (a) a period of 12 months commencing on the Commencement Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date, provided that the final Contract Year shall end on the expiry or termination of the Term;

“**Contracting Authority**” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“**Contracts Finder**” means the Government’s portal for public sector procurement opportunities.

“**Control**” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**" are interpreted accordingly.

“**Controller**” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in the GDPR.

“**Copyright**” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“**Crown**” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and “**Crown Body**” is an emanation of the foregoing.

**“Customer”**means the person identified as such in an Order Form;

**“Customer Data”** means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Customer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement; or

(b) any Personal Data for which the Customer is the Controller.

**“Customer’s Specified Mailbox”** means the email address identified by the Customer in the ITT that completed ITT Responses and Order Forms must be returned to under the Call-Off Procedure.

“**Data Loss Event**” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Framework Agreement, including any Personal Data.

“**Data Protection Impact Assessment**” means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

“**Data Protection Legislation**” means:

1. the GDPR, the LED and applicable implementing Laws;
2. the DPA to the extent that it relates to the processing of Personal Data and privacy; and
3. all applicable Laws relating to the processing of Personal Data and privacy.

“**Data Protection Officer**” means as it is defined in the GDPR.

“**Data Subject**” means as it is defined in the GDPR.

“**Data Subject Request**” 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.

“**Database Rights**” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“**Default**” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Framework Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Framework Agreement and in respect of which such Party is liable to the other.

“**DOTAS**” means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“**DPA**” means the Data Protection Act 2018.

“**EIR**” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“**End Date**” means the date specified in clause A5.1.

“**Equipment**” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

“**Exit Day**” means as it is defined in the European Union (Withdrawal) Act 2018.

“**Extension**” means as it is defined in clause A5.2.

“**Financial Year**” means the period from 1st April each year to the 31st March the following year.

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“**Force Majeure Event**” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Framework Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the United Kingdom’s exit from the EU.

“**Framework Agreement**” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

**“Framework Supplier”** means a Supplier who has been appointed by the Authority as a supplier in response to the Invitation to Tender;

“**GDPR**” means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

“**General Anti-Abuse Rule**” means:

1. the legislation in Part 5 of the Finance Act 2013; and
2. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“**General Change in Law**” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

“**Good Industry Practice**” means standards, practices, methods and procedures conforming to the Law and the 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 in a similar type of undertaking under the same or similar circumstances.

“**Government**” means the government of the United Kingdom.

“**Government Buying Standards**” means the standards published here:

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

“**Greening Government Commitments**” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

[*https://www.gov.uk/government/collections/greening-government-commitments*](https://www.gov.uk/government/collections/greening-government-commitments)

“**Halifax Abuse Principle**” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“**HMRC**” means HM Revenue & Customs.

“**ICT Environment**” means the Authority System and the Supplier System.

**“Indemnified Persons”** has the meaning given to it under E1.3(b)

“**Information**” has the meaning given under section 84 of the FOIA.

“**Information Assets**” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

“**Information Security Policy Framework**” available at:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996355/information-security-pf.pdf>

“**Initial Term**” means the period from the Commencement Date to the End Date.

“**Intellectual Property Rights**” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“Intervention Cause”** has the meaning given in Clause F2A.5 (Remedial Adviser);

**“Intervention Notice”** has the meaning given in Clause F2A.5 (Remedial Adviser);

**“Intervention Period”** has the meaning given in Clause F2A.5.2

**“Intervention Trigger Event”**

(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;

(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

**“Invitation to Tender”** means the invitation to tender issued by the Authority as described in recital C to this Framework Agreement;

“**ISMS**” means the Supplier’s information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

“**ISO 14001**” means the family of standards related to environmental management published by the International Organisation for Standardisation.

“**IT Health Check**” means penetration testing of systems under the Supplier’s control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

“**ITEPA**” means the Income Tax (Earnings and Pensions) Act 2003.

**“ITT”** means, for the purposes of Schedule 10 (Call-Off Procedure), an invitation for tenders issued by a Customer to the Framework Supplier’s advertising an opportunity to bid for opportunities to provide Services under this Framework Agreement.

**“ITT Response”** means a form setting out responses required from Framework Supplier’s wishing to bid for the opportunity to provide Services to Customers under this Framework Agreement.

**“Key Performance Indicator”** or **“KPI”** means the metrics for measuring the Supplier’s performance set out in Section 7 (Key Performance Indicators and Obligations).

“**Key Personnel**” mean the people named in the Specification as key personnel, if any.

“**Know-How**” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“**Law**” means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply*.*

“**Law Enforcement Purposes**” means as it is defined in the DPA.

“**LED**” means the Law Enforcement Directive (Directive (EU) 2016/680).

“**Losses**” means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in Framework Agreement, tort (including negligence), breach of statutory duty or otherwise.

“**Malicious Software**” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“**Material Breach**” means:

(1) a breach (including an anticipatory breach):

1. which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Framework Agreement; or
2. of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 8;
3. of any other provision of this Framework Agreement that is expressed to be a Material Breach; and/or

(2) the occurrence of a Supplier Termination Event.

**“Material KPI Failure”** means:

(a) a Serious KPI Failure;

(b) a Repeat KPI Failure; or

(c) a Repeat Obligation Failure.

“**Modern Slavery Helpline**” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

*https://www.modernslaveryhelpline.org/report*

**“Measurement Period”** means a financial quarter.

“**Month**” means calendar month.

“**MSA**” means the Modern Slavery Act 2015.

“**NICs**” means National Insurance Contributions.

**“Notifiable Default”** has the meaning given to it in Clause F2A.1 of this Framework Agreement.

“**Occasion of Tax Non-Compliance**” means:

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 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 the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 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 Commencement Date or to a civil penalty for fraud or evasion.

"**Open Book Data**" means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:

1. the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
2. the Supplier’s costs and manpower resources broken down against each element of the Services;

(c) the cost to the Supplier of engaging the Staff, including base salary, tax and pension contributions and other contractual employment benefits; and

(d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Service Provider in the delivery of the Services;

(e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; and

(f) the profit achieved over the Term and annually

“**Operational Contract Manager**” means manager of the business operations

**“Order Form”** means the standard template for placing an order under this Framework Agreement set out in Annex 1 to Schedule 10

**“Performance Report”** has the meaning given to it in Section 7 (Key Performance Indicators and Obligations).

“**Personal Data**” means as it is defined in the GDPR.

“**Personal Data Breach**” means as it is defined in the GDPR.

“**Premises**” means the location where the Services are to be supplied as set out in the Specification.

“**Price**” means the price (excluding any applicable VAT) payable to the Supplier by a Customer under a Call Off Contract, in accordance with the provisions of Schedule 2 for the full and proper performance by the Supplier of its obligations under the relevant Call Off Contract.

“**Processor**” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

“**Prohibited Act**” means:

1. to directly or indirectly offer, promise or give any person working for or engaged by 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. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Framework Agreement;
3. an offence:
   1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
   2. under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
   3. the defrauding, attempting to defraud or conspiring to defraud the Authority;
4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“**Property**” means the property, other than real property, made available to the Supplier by the Authority in connection with the Framework Agreement.

“**Protective Measures**” means 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 the measures adopted.

“**PSI 07/2016**” is the Prison Service Instruction published on 26th October 2016 relating to the searching of the person as amended from time to time and available at:

https://www.gov.uk/government/publications/procedures-for-searching-people-psi-072016

“**PSI 10/2012**” is the Prison Service Instruction published on 26 March 2012 relating to the Conveyance and Possession of Prohibited Items and other Related Offences as amended from time to time and available at:

<https://www.gov.uk/government/publications/controlling-banned-prohibited-items-psi-102012>

“**PSI 07/2014**” is the Prison Service Instruction published on 2nd June 2014 relating to security vetting as amended from time to time and available at:

https://www.gov.uk/government/publications/security-vetting-psi-072014-pi-032014

“**Purchase Order**” the Customer’s order for the supply of Services.

“**Quality Standards**” means those standards identified in the Specification, the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization, the Health and Care Professions Council, or other reputable or equivalent body (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, and as may be further detailed in Schedule 1.

**“Rate Card”** has the meaning given to it at C1.18

**“Rectification Plan”** means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.

**“Rectification Plan Failure”** means:

1. the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses F2A.3 (Submission of the draft Rectification Plan) or F2A.4 (Agreement of the Rectification Plan);
2. the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause F2A.4 (Agreement of the Rectification Plan);
3. the Supplier failing to rectify a material Default within the later of:
   * 1. 30 Working Days of a notification made pursuant to Clause F2A.2 (Notification); and
     2. where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
4. a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred; and/or
5. NOT USED and/or
6. following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default.

**Rectification Plan Process”** shall be as set out in Clauses F2A.3 (Submission of the draft Rectification Plan) to F2A.4 (Agreement of the Rectification Plan).

“**Regulations**” means the Public Contract Regulations 2015 (SI 2015/102).

“**Regulator Correspondence**” means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Framework Agreement.

“**Regulatory Body**” means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Framework Agreement or any other affairs of the Authority, this is including but not limited to the Health and Care Professions Council.

"**Relevant Conviction**" means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“**Relevant Requirements**” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“**Relevant Tax Authority**” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“**Replacement Supplier**” means any third-party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Framework Agreement.

“**Request for Information**” means a request for information under the FOIA or the EIR.

**“Required Action”** has the meaning given in Clause F2A.6

**“Remedial Adviser”** the person appointed pursuant to Clause F2A.5

**“Remedial Adviser Failure”** has the meaning given in Clause F2A.5

**“Repeat KPI Failure”** has the meaning given in Section 7 (Key Performance Indicators and Obligations);

**“Repeat Obligation Failure”** has the meaning given to it in Section 7 (Key Performance Indicators and Obligations)

“**Results**” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Framework Agreement; or

b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

“**Returning Employees**”means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

**“Review”** has the meaning given to it in Clause F1.2

**“Review Report”** has the meaning given to it in Clause F1.4

“**Security Plan**” means the plan prepared by the Supplier which includes the matters in paragraph 3.2 of Schedule 6.

“**Security Policy Framework**” means the Government’s Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“**Security Test**” means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

**“Serious KPI Failure”** shall be as set out against the relevant Key Performance Indicator in Table 1 of Section 7 (Key Performance Indicators and Obligations);

“**Services**” means the services set out in Schedule 1 (including any modified or alternative services) to be provided by the Supplier under the Framework Agreement or set out the Order Form under a Call Off Contract.

“**SME**” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

*http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF*

“**Specific Change in Law**” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“**Specification**” means the description of the Services to be supplied under the Framework Agreement as set out in Schedule 1 or under a Call-Off Contract, including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“**SSCBA**” means the Social Security Contributions and Benefits Act 1992.

“**Staff**” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Framework Agreement.

**“Step-In Notice”** has the meaning given in Clause F2A.6 (Step-In Rights).

**“Step-In Trigger Event”**

1. any event falling within the definition of a Supplier Termination Event;
2. a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
3. the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;
4. the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause F2A.6 (Step-In Rights) is necessary;
5. the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
6. a need by the Authority to take action to discharge a statutory duty.

**“Step-Out Date”** has the meaning given in Clause F2A.6.

**“Step-Out Notice”** has the meaning given in Clause F2A.6.

**“Step-Out Plan”** has the meaning given in Clause F2A.6.

“**Sub–Contract**” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Framework Agreement and “**Sub-Contractor**” shall be construed accordingly.

“**Sub-processor**” means any third party appointed to process Personal Data on behalf of the Supplier related to the Framework Agreement.

**“Supplier Representative”** the representative appointed by the Supplier.

“**Supplier Software**” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

“**Supplier System**” means the information and communications technology system used by the Supplier in performing the Services including the Software, the Equipment and related cabling (but excluding the Authority System).

**“Supplier Termination Event”** means:

1. NOT USED;
2. the Supplier committing a material Default which is irremediable;
3. a Remedial Adviser Failure;
4. a Rectification Plan Failure;
5. where a right of termination is expressly reserved in this Agreement;
6. the representation and warranty given by the Supplier pursuant to Clause G2 being materially untrue or misleading;
7. the Supplier committing a material Default;
8. NOT USED;
9. NOT USED;
10. NOT USED;
11. a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
12. in relation to the security requirements in annexe 1 of Schedule 6.

**“Technical Controls Summary”** means Cyber essentials as set out in Schedule 1 (Specification) Section 16

“**Tender**” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

“**Term**” means the period from the Commencement Date to:

1. the End Date; or
2. following an Extension, the end date of the Extension,

or such earlier date of termination or partial termination of the Framework Agreement in accordance with the Law or the Framework Agreement.

**“Termination Notice”** 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 (or any part thereof) on a specified date and setting out the grounds for termination.

“**Third Party IP Claim**” has the meaning given to it in clause E1.5.

“**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

“**Valid Invoice**” means an invoice containing the information set out in clause C1 and Schedule 2. The invoice must be clearly broken down to identify all aspects of the charges in relation to work commissioned. The invoice must be accompanied by supporting documentation if additional/ agreed work has been approved.

“**VAT**” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“**VCSE**” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“**Vulnerability Correction Plan**” means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

“**Welsh Language Scheme**” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“**Working Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Framework Agreement, unless the context implies otherwise:

1. the singular includes the plural and vice versa unless the context requires otherwise;
2. words importing the masculine include the feminine and the neuter;
3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
4. references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
5. the words “other”, “in particular”, “for example”, “including” 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. headings are included for ease of reference only and shall not affect the interpretation or construction of the Framework Agreement;
7. the Schedules form an integral part of the Framework Agreement and have effect as if set out in full in the body of the Framework Agreement. A reference to the Framework Agreement includes the Schedules;
8. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
9. references to the Framework Agreement are references to the Framework Agreement as amended from time to time; and
10. any reference in the Framework Agreement which immediately before Exit Day was a reference to (as it has effect from time to time):
    * + - 1. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“EU References”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
          2. any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

**A2 Authority Obligations**

Save as otherwise expressly provided, the Authority’s obligations under the Framework Agreement are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Framework Agreement operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

**A3 Supplier’s Status**

A3.1 The Supplier is an independent contractor and nothing in the Framework Agreement creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Framework Agreement.

A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Framework Agreement shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

**A4 Mistakes in Information**

The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

**A5** **Term**

A5.1 The Framework Agreement starts on 1st November 2023 (the “**Commencement Date**”) and ends on the fourth anniversary of the Commencement Date (the “**End Date**”) 31st October 2027 unless it is terminated early or extended in accordance with the Framework Agreement.

**B. THE SERVICES**

**B1 Basis of the Framework Agreement**

B1.1 In consideration of being appointed a Framework Supplier, the Supplier shall:

(a) perform its obligations under this Framework Agreement;

(b) provide the Services to Customer’s in accordance with the Call-Off Contracts;

(c) comply with the Call-Off Procedure;

(d) comply with the Call-Off Terms; and

(e) NOT USED.

B1.2 The terms and conditions in the Framework Agreement apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**B2 Delivery of the Services**

B2.1 The Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Framework Agreement, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Framework Agreement in accordance with the Law and Good Industry Practice.

B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier’s obligations under the Framework Agreement.

B2.3 The Supplier shall:

(a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;

(b) ensure that all Staff are properly managed and supervised; and

(c) comply with the standards and requirements set out in Schedule 8 of this Agreement and those listed on Section 3.2 and 3.3. of Schedule 1 (Specification).

B2.4 NOT USED

B2.5 NOT USED

B2.6 NOT USED

B2.7 During the Term, the Supplier shall:

1. at all times have all licences, approvals and consents necessary to enable the Supplier and Staff to carry out the Services;
2. provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Services;
3. not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B2.5 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B2, Services include planning or preliminary work in connection with the supply of the Services.

B2.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.

B2.7 Timely supply of the Services is of the essence, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Supplier fails to supply the Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Services and may terminate the Framework Agreement, in either case without prejudice to any other rights and remedies of the Authority.

B2.8 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Framework Agreement or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Framework Agreement within such reasonable time as may be specified by the Authority.

B2.9 If, in delivering the Services, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

**B3 Equipment**

B3.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.

B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.

B3.3 All Equipment brought onto the Premises is at the Supplier’s own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority’s Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

B3.4 Equipment brought onto the Premises remains the property of the Supplier.

B3.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.

B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.

B3.7 The Supplier shall, at the Authority’s written request, at its own cost and as soon as reasonably practicable:

1. remove immediately from the Premises Equipment which is, in the Authority’s opinion, hazardous, noxious or not supplied in accordance with the Framework Agreement; and
2. replace such item with a suitable substitute item of Equipment.

B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

**B4 Key Personnel**

B4.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.

B4.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B4.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Authority shall not unreasonably withhold approval under clauses B4.2 or B4.3 and such approval is conditional on appropriate arrangements being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

**B5 Staff**

B5.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:

1. any member of the Staff; or
2. any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority’s reasonable opinion, be undesirable.

B5.2 The Authority shall maintain the security of the Authority’s Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority’s Premises, and ensure that all Staff comply with such requirements.

B5.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority’s Premises.

B5.4 At the Authority’s written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority’s Premises, specifying the capacities in which they are concerned with the Framework Agreement and giving such other particulars as the Authority may reasonably request.

B5.5 The Supplier shall ensure that all Staff who have access to the Authority’s Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B5.6 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority’s request:

1. use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
2. provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority’s behalf, for the purposes of an investigation.

B5.7 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

**B6 Due Diligence**

Save as the Authority may otherwise direct, the Supplier is deemed to have completed due diligence in relation to all matters connected with the performance of its obligations under the Framework Agreement.

**B7 Licence to Occupy**

B7.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Framework Agreement are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Framework Agreement. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Framework Agreement.

B7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Framework Agreement and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.

B7.3 If the Supplier requires modifications to the Authority’s Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier’s cost.

B7.4 The Supplier shall (and shall ensure that any Staff on the Authority’s Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority’s Premises as determined by the Authority.

B7.5 The Framework Agreement does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Framework Agreement, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

**B8 Property**

B8.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.

B8.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-contractors and other appropriate persons and shall, at the Authority’s request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

B8.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.

B8.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Framework Agreement and for no other purpose without Approval.

B8.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority’s reasonable security requirements as required from time to time.

B8.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority’s negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

**B9 Offers of Employment**

B9.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under the Transfer of Undertakings (Protected Employment) Regulations 2006, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 months thereafter.

B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person’s employment.

B9.3 The Parties hereby agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1.

**C. PAYMENT**

**C1 Payment and VAT**

C1.1 The Supplier shall submit invoices to Customers in accordance with this clause C1 and Schedule 2.

C1.2 NOT USED

C1.3 NOT USED

C1.4 NOT USED

C1.5 The Customer shall not pay an invoice which is not a Valid Invoice.

C1.6 The Customer shall not pay the Supplier’s overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

C1.7 NOT USED

C1. 8 NOT USED

C1.9 NOT USED

C1.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.

C1.11 If the Customer pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.

C1.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Customer may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.

C1.13 The Supplier shall:

(a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Customer is not, at any later date, liable to pay the Supplier any additional VAT;

(b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and

(c) not suspend the Services unless the Supplier is entitled to terminate the Framework Agreement under clause H2.3 for failure to pay undisputed sums of money.

C1.14 The Supplier indemnifies the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier’s failure to account for or to pay any VAT relating to payments made to the Supplier under the Call-Off Contract. Any amounts due under this clause shall be paid by the Supplier to the Customer not less than 5 Working Days before the date upon which the tax or other liability is payable by the Customer

C1.15 The Customer shall:

(a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Call-Off Contract; and

(b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

**C2 Recovery of Sums Due**

C2.1 If under the Framework Agreement or any Call-Off any sum of money is recoverable from or payable by the Supplier to the Authority or a Customer (including any sum which the Supplier is liable to pay to the Authority or a Customer in respect of any breach of the Framework Agreement or any Call-Off ), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority or a Customer under a Call Off Contract under any other agreement with the Authority or the Crown.

C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Framework Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 NOT USED

**D. PROTECTION OF INFORMATION**

**D1 Authority Data**

D1.1 The Supplier shall:

1. not store, copy, disclose, or use the Authority Data or Customer Data except as necessary for the performance by the Supplier of its obligations under the Framework Agreement or Call-Off Contract (were relevant) or as otherwise Approved;
2. preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
3. not delete or remove any proprietary notices contained within or relating to the Authority Data;
4. to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
5. perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
6. ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
7. identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
8. on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
9. notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
10. comply with Schedule 6 (Security Requirements and Policy).

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

(a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or

(b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

**D2 Data Protection and Privacy**

D2.1 The Parties acknowledge that for the purposes of Data Protection Legislation, in this Framework Agreement, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is listed in Schedule 9 and may not be determined by the Supplier.

D2.2 The Supplier shall:

(a) notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;

(b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Authority’s discretion, include:

a systematic description of the envisaged processing operations and the purpose of the processing;

an assessment of the necessity and proportionality of the processing operations in relation to the Services;

an assessment of the risks to the rights and freedoms of Data Subjects; and

the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data

(c) in relation to any Personal Data processed in connection with its obligations under the Framework Agreement:

i) process that Personal Data only in accordance with Schedule 9 unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures

(d) ensure that:

i) Staff do not process Personal Data except in accordance with the Framework Agreement (and in particular Schedule 9);

ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:

A) are aware of and comply with the Supplier’s duties under this clause D2;

B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed under the Framework Agreement;

D) have undergone adequate training in the use, care, protection and handling of the Personal Data

(e) not transfer Personal Data outside the UK or EEA unless Approved and:

1. the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or s.75 of the DPA) as determined by the Authority;
2. the Data Subject has enforceable rights and effective legal remedies;
3. the Supplier 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 Authority in meeting its obligations); and
4. the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data

(f) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Framework Agreement unless the Supplier is required by Law to retain the Personal Data;

(g) subject to clause D2.3, notify the Authority immediately if 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.

D2.3 The Supplier’s obligation to notify under clause D2.2 (g) includes the provision of further information to the Authority in phases as details become available.

D2.4 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party’s obligations under the Data Protection Legislation and any complaint, communication or request made under clause D2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

1. the Authority with full details and copies of the complaint, communication or request;
2. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
3. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
4. assistance as requested by the Authority following any Data Loss Event; and
5. assistance as requested by the Authority with respect to any request from the Information Commissioner’s Office or any consultation by the Authority with the Information Commissioner’s Office.

D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2. This requirement does not apply if the Supplier employs fewer than 250 people unless the Authority determines that the processing:

1. is not occasional;
2. 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; and
3. is likely to result in a risk to the rights and freedoms of Data Subjects.

D2.6 The Supplier shall allow audits of its Data Processing activity by the Authority or the Authority’s designated auditor.

D2.7 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

D2.8 Before allowing any Sub-processor to process any Personal Data in connection with the Framework Agreement, the Supplier shall:

1. notify the Authority in writing of the intended Sub-processor and processing:
2. obtain Approval;
3. enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
4. provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.

D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.

D2.10 Notwithstanding the provisions of clause F4, the Authority may, at any time on not less than 30 Working Days’ notice, revise clause D2 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).

D2.11 The Parties shall take account of any guidance published by the Information Commissioner’s Office and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days’ notice to the Supplier amend the Framework Agreement to ensure that it complies with any guidance published by the Information Commissioner’s Office.

D2.12 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:

(a) maintain logs for its automated processing operations in respect of:

1. collection;
2. alteration;
3. consultation;
4. disclosure (including transfers);
5. combination; and
6. erasure.

(together the “**Logs**”).

(b) ensure that:

i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;

ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and

iii) the Logs are made available to the Information Commissioner’s Office on request

(c) use the Logs only to:

i) verify the lawfulness of processing;

ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;

iii) ensure the integrity of Personal Data; and

iv) assist with criminal proceedings

(d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

(e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

i) persons suspected of having committed or being about to commit a criminal offence;

ii) persons convicted of a criminal offence;

iii) persons who are or maybe victims of a criminal offence; and

iv) witnesses or other persons with information about offences.

D2.13 This clause D2 applies during the Term and indefinitely after its expiry.

**D3 Official Secrets Acts and Finance Act**

D3.1 The Supplier shall comply with:

(a) the Official Secrets Acts 1911 to 1989; and

(b) section 182 of the Finance Act 1989.

**D4 Confidential Information**

D4.1 Except to the extent set out in clause D4 or if disclosure or publication is expressly allowed elsewhere in the Framework Agreement each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party’s consent, except to such persons and to such extent as may be necessary for the performance of the Party’s obligations under the Framework Agreement.

D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Framework Agreement (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Framework Agreement, to the general public.

D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Framework Agreement in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause.

D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier’s confidentiality obligations under the Framework Agreement.

D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Framework Agreement.

D4.7 Clause D4.1 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement; or

(e) it is independently developed without access to the other Party's Confidential Information.

D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

(a) for the purpose of the examination and certification of the Authority’s accounts;

(b) for the purpose of any 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;

1. to Parliament and Parliamentary committees;

(d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or

(e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.

D4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.

D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Framework Agreement immediately on notice.

D4.12To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D4.13 The Supplier shall:

(a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;

(b) use best endeavours to recover such Confidential Information or data however it may be recorded;

(c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and

(d) at its own expense, alter any security systems at any time during the Term at the Authority’s request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

**D5 Freedom of Information**

D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

(a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;

(b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and

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

D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Framework Agreement or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

**D6 Publicity, Media and Official Enquiries**

D6.1 The Supplier shall not:

1. make any press announcements or publicise the Framework Agreement or its contents in any way;
2. use the Authority’s name, brand or logo in any publicity, promotion, marketing or announcement of order; or
3. use the name, brand or logo of any of the Authority’s agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

D6.2 Each Party acknowledges that nothing in the Framework Agreement either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

**E. INTELLECTUAL PROPERTY**

**E1 Intellectual Property Rights**

E1.1 All Intellectual Property Rights in:

(a) the Results; or

(b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Framework Agreement.

E1.2 The Supplier hereby assigns:

1. to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Framework Agreement or (in the case of rights arising after the date of the Framework Agreement) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
2. to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

1. waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Framework Agreement or the performance of its obligations under the Framework Agreement;
2. ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third-party supplying goods and/or services to the Authority (“**Indemnified Persons**”);
3. not infringe any Intellectual Property Rights of any third party in supplying the Services; and
4. during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of clause E1.3, except to the extent that any such claim results directly from:

i) items or materials based upon designs supplied by the Authority; or

ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Framework Agreement.

E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier’s obligations under the Framework Agreement (**“Third Party IP Claim**”), provided that the Supplier shall at all times:

(a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;

(b) take due and proper account of the interests of the Authority; and

(c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 (d) (i) and (ii).

E1.7 The Authority shall not, without the Supplier’s consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.

E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3 (b) and G2.1 (g)) use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

(b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier’s notification the Authority may terminate the Framework Agreement immediately by notice to the Supplier.

E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Framework Agreement (including, without limitation, the Services).

**F. CONTROL OF THE FRAMEWORK AGREEMENT**

**F1 Framework Agreement Performance**

F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter,the Authority may carry out a review of the performance of the Supplier (a **“Review”**). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):

1. the Supplier’s delivery of the Services;
2. the Supplier’s contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
3. a review of future requirements in relation to the Services; and
4. progress against key milestones as detailed in Section3.2 and Section 17.4 of Schedule 1 (Specification)

F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.

F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of Contract Review ed as against the Authority’s expectations and the Supplier’s obligations under the Framework Agreement.

F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.

F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.

F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier’s failure to meet its obligations under the Framework Agreement identified by the Review Report, or those which result from the Supplier’s failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

**F2 Remedies**

F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

1. without terminating the Framework Agreement, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority’s reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
2. without terminating the whole of the Framework Agreement, terminate theFramework Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;

(c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case;

(d) request a Rectification Plan in accordance with Clause F2A; and/or

(e) terminate the Framework Agreement in accordance with clause H2.

F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

F2.3If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Framework Agreement, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Framework Agreement or is otherwise unsatisfactory.

F2.4If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:

(a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or

(b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:

1. use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and

(b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Framework Agreement immediately on notice to the Supplier.

**F2A Rectification Plan Process**

F2A.1 In the event that:

(a) there is, or is reasonably likely to be, a delay; and/or

(b) in any service period there has been:

(i) a Material KPI Failure; and/or

(ii) a persistent test result failure; and/or

(c) the Supplier commits a material Default of this Agreement or a material failure to meet one or more of its obligations set out in the Specification that is capable of remedy (and for these purposes a material Default or failure may be a single material Default or failures or a number of Defaults or failures or repeated Defaults or failures (whether of the same or different obligations and regardless of whether such Defaults or failures are remedied) which taken together constitute a material Default or failure),

(each a **“Notifiable Default”**)

the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Agreement in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

**F2A.2 Notification**

F2A.2.1 If:

(a) the Supplier notifies the Authority pursuant to Clause F2A.1 that a Notifiable Default has occurred; or

(b) the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice , the Supplier shall comply with the Rectification Plan Process.

F2A.2.2 The “**Rectification Plan Process**” shall be as set out in Clauses F2A.3 (Submission of the draft Rectification Plan) to F2A.4 (Agreement of the Rectification Plan).

**F2A.3 Submission of the draft Rectification Plan**

F2A.3.1 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

F2A.3.2 The draft Rectification Plan shall set out:

(a) full details of the Notifiable Default that has occurred, including a root cause analysis;

(b) the actual or anticipated effect of the Notifiable Default; and

(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

F2A.3.3 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier’s root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure.

**F2A.4 Agreement of the Rectification Plan**

F2A.4.1 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

(a) is insufficiently detailed to be capable of proper evaluation;

(b) will take too long to complete;

(c) will not prevent reoccurrence of the Notifiable Default; and/or

(d) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

F2A.4.2 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority’s notice rejecting the first draft.

F2A.4.3 If the Authority consents to the Rectification Plan:

(a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

(b) the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Default;

save in the event of a Rectification Plan Failure or other Supplier Termination Event.

F2A.4.4 The Parties shall meet and discuss the Supplier’s performance against any Rectification Plan at each quarterly governance session in accordance with Section 11, page 14 of Schedule 1 (the Specification).

**F2A.5 Remedial Adviser**

F2A.5.1 If:

(a) any of the Intervention Trigger Events occur; or

(b) the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an **“Intervention Cause”**)

the Authority may give notice to the Supplier (an **“Intervention Notice”**) giving reasonable details of the Intervention Cause and requiring:

(aa) a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or

(bb) the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause F2A.5.

For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this Clause F2A.5.1 prior to or instead of exercising its right to terminate this Agreement.

F2A.5.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

(a) the Remedial Adviser shall be:

(i) a person selected by the Supplier and approved by the Authority; or

(ii) if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;

(b) the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and

(c) any right of the Authority to terminate this Agreement pursuant to Clause H2 (Termination by Default) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the **“Intervention Period”**).

F2A.5.3 The Remedial Adviser’s overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier’s responsibilities under this Agreement), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

(a) observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;

(b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;

(c) write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;

(d) make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or

(e) take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

F2A.5.4 The Supplier shall:

(a) work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;

(b) ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;

(c) submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;

(d) implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and

(e) not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).

F2A.5.5 The Supplier shall be responsible for:

(a) the costs of appointing, and the fees charged by, the Remedial Adviser; and

(b) its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause F2A.5.

F2A.5.6 If the Supplier:

(a) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or

(b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a **“Remedial Adviser Failure”**)

the Authority shall be entitled to terminate this Agreement pursuant to Clause H2

**F2A.6 Step-In Rights**

F2A.6.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Supplier (a **“Step-In Notice”**) that it will be taking action under this Clause F2A.6 (Step-in Rights), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause D4 (Confidentiality)). The Step-In Notice shall set out the following:

(a) the action the Authority wishes to take and in particular the Services that it wishes to control (the **“Required Action”**);

(b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Default;

(c) the date on which it wishes to commence the Required Action;

(d) the time period which it believes will be necessary for the Required Action;

(e) whether the Authority will require access to the Supplier's premises and/or the Sites; and

(f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier’s obligations to provide the Services during the period that the Required Action is being taken.

F3.6.2 Following service of a Step-In Notice, the Authority shall:

(a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;

(b) keep records of the Required Action taken and provide information about the Required Action to the Supplier;

(c) co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and

(d) act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause F2A.

F2A.6.3 For so long as and to the extent that the Required Action is continuing, then:

(a) the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;

(b) no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause F3 shall apply to Deductions from Charges in respect of other Services; and

(c) the Authority shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.

F2A.6.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:

(a) the degradation of any Services not subject to the Required Action; or

(b) beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

F2A.6.5 Before ceasing to exercise its step-in rights under this Clause the Authority shall deliver a written notice to the Supplier (a **“Step-Out Notice”**), specifying:

(a) the Required Action it has actually taken; and

(b) the date on which the Authority plans to end the Required Action (the **“Step-Out Date”**) subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause F2A.6.6

F2A.6.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a **“Step-Out Plan”**) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.

F2A.6.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority’s approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

F2A.6.8 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Clause provided that the Authority shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

(a) limbs (c) or (d) of the definition of a Step-In Trigger Event; or

(b) limbs (e) and (f) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier’s Default).

**F3 Transfer and Sub-Contracting**

F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Framework Agreement or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Framework Agreement does not relieve the Supplier of any of its obligations or duties under the Framework Agreement.

F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Framework Agreement and obtain written confirmation from them that they will provide the Services fully in accordance with the Framework Agreement.

F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.

F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:

(a) the Sub-Contract contains:

i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law; and

ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Framework Agreement in respect of data protection in clauses D1 and D2;

(b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards; and

(c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

F3.5 Unless Approved otherwise, if the total value of the Framework Agreement over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:

1. advertise on Contracts Finder those that have a value in excess of £25,000;
2. within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
4. provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;
5. promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
6. ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:

1. the total revenue received from the Authority pursuant to the Framework Agreement;
2. the total value of all its Sub-Contracts;
3. the total value of its Sub-Contracts with SMEs; and
4. the total value of its Sub-Contracts with VCSEs.

F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.

F3.8 If the Authority believes there are:

1. compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
2. non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.

F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under clause F3.9 is subject to:

(a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);

(b) all related rights of the Authority under the Framework Agreement in relation to the recovery of sums due but unpaid; and

(c) the Authority receiving notification under both clauses F3.10 and F3.11.

F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.

F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.

F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to:

(a) any Contracting Authority;

(b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

(c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier’s obligations under the Framework Agreement.

F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Framework Agreement and the Framework Agreement shall bind and inure to the benefit of any successor body to the Authority.

F3.15 If the rights and obligations under the Framework Agreement are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **“Transferee”**):

(a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof with the prior consent in writing of the Supplier.

F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier’s obligations under the Framework Agreement. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier’s obligations under the Framework Agreement and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F3.17 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Framework Agreement.

**F4**  **Change**

F4.1After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.

F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.

F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:

(a) allow the Supplier to fulfil its obligations under the Framework Agreement without the Change; or

(b) terminate the Framework Agreement immediately.

F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.

F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.

F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative’s approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

**F5 Audit**

F5.1 The Supplier shall:

1. keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Framework Agreement including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
2. on request afford the Authority or the Authority’s representatives such access to those records and processes as may be requested by the Authority in connection with the Framework Agreement; and
3. make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier’s obligations under the Framework Agreement, including to:

* + - 1. verify the accuracy of the Price and any other amounts payable by the Authority under the Framework Agreement;
      2. verify the Open Book Data;
      3. verify the Supplier's compliance with the Framework Agreement and applicable Law;
      4. identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations;
      5. identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Services;
      6. obtain such information as is necessary to fulfil the Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
      7. 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;
      8. 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;
      9. verify the accuracy and completeness of any management information or reports delivered or required by the Framework Agreement;
      10. review the Supplier’s compliance with the Authority’s policies and standards; and/or
      11. review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

F5.3 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days’ notice of its intention to conduct an audit.

F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

**G. LIABILITIES**

**G1 Liability, Indemnity and Insurance**

G1.1 Neither Party limits its liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

(d) any breach of clauses D1, D2 or D4 or Schedules 6 or 8; or

(e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Framework Agreement or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

G1.3 Subject to clause G1.1 the Supplier’s aggregate liability in respect of the Framework Agreement does not exceed 125%. of the total advertised value.

G1.4 Subject to clause G1.1 the Authority’s aggregate liability in respect of the Framework Agreement does not exceed the Price payable in the previous calendar year of the Framework Agreement.

G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Framework Agreement.

G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:

(a) 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;

(b) any wasted expenditure or charges;

(c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Framework Agreement;

(d) any compensation or interest paid to a third party by the Authority; and

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

G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:

(a) loss of profits, turnover, business opportunities or damage to goodwill; or

(b) indirect, special or consequential loss.

G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier’s performance of its obligations under the Framework Agreement including:

(a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than £REDACTED for any advice given by the Supplier to the Authority;

(b) cover for death or personal injury, loss of or damage to property or any other loss; and

(c) employer’s liability insurance in respect of Staff.

Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Supplier does not have and maintain the insurances required by the Framework Agreement, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Framework Agreement.

G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

G1.13 For the avoidance of doubt, nothing in this Clause G1 shall limit the Supplier’s liability to a Customer under a Call-Off Contract.

**G2 Warranties and Representations**

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

1. it has full capacity and authority and all necessary consents to enter into and perform the Framework Agreement and that the Framework Agreement is executed by a duly authorised representative of the Supplier;
2. in entering the Framework Agreement, it has not committed any fraud;

(c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Framework Agreement and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;

(d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Framework Agreement;

(e) 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 the Framework Agreement;

(f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue;

(g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Framework Agreement;

(h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;

(i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Framework Agreement:

i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Framework Agreement;

(j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Framework Agreement; and

(k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Framework Agreement it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Framework Agreement except those expressly set out in the Framework Agreement and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

**G3 Tax Compliance**

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

1. notify the Authority in writing of such fact within 5 Working Days of its occurrence; and

(b) promptly give the Authority:

1. details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
2. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Framework Agreement, the Supplier shall:

1. at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and

(b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

**H. DEFAULT, DISRUPTION AND TERMINATION**

**H1 Insolvency and Change of Control**

H1.1 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

(b) a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

(c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator

(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

(g) any event similar to those listed in H1.1 (a)-(f) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

(a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier’s creditors;

(b) a petition is presented and not dismissed within 14 days or order made for the Supplier’s bankruptcy;

(c) a receiver, or similar officer is appointed over the whole or any part of the Supplier’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;

(d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;

(e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier’s assets and such attachment or process is not discharged within 14 days;

(f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;

(g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

(h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (**“Change of Control”**). The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier within 6 Months of:

1. being notified that a Change of Control has occurred; or
2. where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

(a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or

(c) a receiver, or similar officer is appointed over the whole or any part of its assets; or

(d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

(e) any of the following occurs in relation to any of its partners:

(i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;

(ii) a petition is presented for his bankruptcy; or

(iii) a receiver, or similar officer is appointed over the whole or any part of his assets;

(f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

(b) an application 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 within Part II of the Insolvency Act 1986;

(c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

(d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;

(e) a receiver, or similar officer is appointed over the whole or any part of its assets;

(f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(g) any event similar to those listed in clauses H1.5 (a) to (f) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

**H2 Default**

H2.1 The Authority may terminate the Framework Agreement with immediate effect by notice if the Supplier commits a Default and:

(a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;

(b) the Default is not, in the opinion of the Authority, capable of remedy; or

(c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Framework Agreement is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Framework Agreement with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

**H3 Termination on Notice**

H3.1 The Authority may terminate the Framework Agreement at any time by giving 90 days’ notice to the Supplier.

**H4 Other Grounds**

H4.1 The Authority may terminate the Framework Agreement if:

(a) the Framework Agreement has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

(b) the Supplier was, at the time the Framework Agreement was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Framework Agreement; or

(c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

**H5 Consequences of Expiry or Termination**

H5.1 If the Authority terminates the Framework Agreement under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

H5.2 If the Framework Agreement is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Framework Agreement but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.

H5.3 If the Authority terminates the Framework Agreement under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Framework Agreement but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Framework Agreement:

(a) termination or expiry of the Framework Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Framework Agreement prior to termination or expiration and nothing in the Framework Agreement prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Framework Agreement does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 8.

**H6 Disruption**

H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Framework Agreement it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Framework Agreement.

H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Framework Agreement.

H6.4 If the Supplier’s proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Framework Agreement may be terminated with immediate effect by the Authority.

H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority’s normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

**H7 Recovery**

H7.1 On termination of the Framework Agreement for any reason, the Supplier shall at its cost:

(a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

(b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;

(c) immediately vacate any Authority Premises occupied by the Supplier;

(d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and

(e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

**H8 Retendering and Handover**

H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.

H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.

H8.6 If access is required to the Supplier’s Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days’ notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier’s security procedures, subject to such compliance not being in conflict with the objectives of the visit.

H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Framework Agreement. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

**H9 Exit Management**

H9.1 On termination of the Framework Agreement the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.

H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Framework Agreement, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:

(a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or

(b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier’s rates either set out in Schedule 2 or forming the basis for the Price.

H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.

H9.6 The requirement is to provide an exit plan at the start of the contract, and the supplier should keep it up to date to submit annually.

**H10 Knowledge Retention**

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority’s request for information no later than 15 Working Days from the date that that request was made.

**I GENERAL**

**I1 Dispute Resolution**

I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.

I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.

I1.4 The obligations of the Parties under the Framework Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Framework Agreement at all times.

I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the **“Mediator”**) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

(b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolutionto provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

(e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Framework Agreement without the prior written consent of both Parties; and

(f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.

I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:

(a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;

(b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and

(c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

(a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:

(i) that the dispute is referred to arbitration; and

(ii) providing details of the issues to be resolved;

(b) the London Court of International Arbitration (**“LCIA”**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Framework Agreement and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;

(c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

(d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(e) the arbitration proceedings shall take place in London and in the English language; and

(f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

**I2 Force Majeure**

I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Framework Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Framework Agreement which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

I2.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

I2.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:

1. are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
2. should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Framework Agreement.

I2.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

I2.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

I2.6 If, as a result of a Force Majeure Event:

(a) an Affected Party fails to perform its obligations in accordance with the Framework Agreement, then during the continuance of the Force Majeure Event:

i) the other Party is not entitled to exercise its rights to terminate the Framework Agreement in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and

ii) neither Party is liable for any Default arising as a result of such failure;

(b) the Supplier fails to perform its obligations in accordance with the Framework Agreement it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the Framework Agreement during the occurrence of the Force Majeure Event.

I2.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Framework Agreement.

I2.8 Relief from liability for the Affected Party under this clause I2 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Framework Agreement and is not dependent on the serving of a notice under clause I2.7.

**I3 Notices and Communications**

I3.1Subject to clause I3.3, where the Framework Agreement states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

I3.2 If it is not returned as undelivered a notice served in:

(a) a letter is deemed to have been received 2 Working Days after the day it was sent; and

(b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

I3.3 Notices pursuant to clauses I1, I2 or I7 or to terminate the Framework Agreement or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

I3.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Framework Agreement:

(a) For the Authority:

Contact Name: REDACTED

Address: 5 Wellington Place, Leeds, LS1 4AP and

Email:

(b) For the Supplier:

Contact Name: REDACTED

Address:

Email:

**I4 Conflicts of Interest**

I4.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is 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 and the duties owed to the Authority under the Framework Agreement.

I4.1A The Supplier shall carry out conflict of interest checks on an ongoing basis. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

I4.2 The Authority may terminate the Framework Agreement immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority’s reasonable opinion, 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 Framework Agreement. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

**I5 Rights of Third Parties**

I5.1 Clauses B10.5 and E1.3 confer benefits on persons named in them (together “**Third Party Provisions**” and each person a “**Third Party Beneficiary**”) other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).

I5.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

I5.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.

I5.4 Any amendments to the Framework Agreement may be made by the Parties without the consent of any Third-Party Beneficiary.

**I6 Remedies Cumulative**

Except as expressly provided in the Framework Agreement all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

**I7 Waiver**

I7.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Framework Agreement.

I7.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).

I7.3 A waiver of any right or remedy arising from a breach of the Framework Agreement does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

**I8 Severability**

If any part of the Framework Agreement which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Framework Agreement shall continue in full effect as if the Framework Agreement had been executed with the invalid, illegal or unenforceable part eliminated.

**I9 Entire Agreement**

The Framework Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Framework Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

**I10 Change in Law**

I10.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Framework Agreement nor entitled to an increase in the Price 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 Services is reasonably foreseeable at the Commencement Date.

I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

1. notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:

(i) Change is required to the Services, the Price or the Framework Agreement; and

(ii) relief from compliance with the Supplier's obligations is required; and

1. provide the Authority with evidence:

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

(ii) as to how the Specific Change in Law has affected the cost of providing the Services.

I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

**I11 Counterparts**

The Framework Agreement may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

**I12 Governing Law and Jurisdiction**

Subject to clause I1 (Dispute Resolution) the Framework Agreement, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

**SCHEDULE 1 – SPECIFICATION**

1. **General**

This Schedule 1 sets out the Services provided by the Supplier and provides a description of what each Service entails.

1. **Ministry of justice SPECIFICATION DOCUMENT**

**Supply of TIMBER MATERIALS**

**SUMMARY**

This document describes the requirement for Timber Materials to be delivered to HMPPS Woodwork Workshops for use by the Ministry of Justice covering all requirements of Prisons in England and Wales.

**DEFINITIONS**

|  |  |
| --- | --- |
| **CCD** | Custodial Contracts Directorate |
| **CCMD** | Commercial and Contract Management Directorate |
| **HMPPS** | His Majesty’s Prison and Probation Service |
| **HMPS** | His Majesty’s Prison Service  *(Includes public sector prisons, privately managed prisons, training centres and support offices)* |
| **MOJ** | The Ministry of Justice |
| **NPS** | The National Probation Service |
| **IRCPE** | Industries, Retail, Catering & PE Services |

**1.0 Introduction**

1.1.1The Ministry of Justice (MoJ) and our Executive Agencies which includes His Majesty’s Prison and Probation Service (HMPPS) organisation, and Industries, Retail, Catering & PE Services (IRCPE), referred to as The Authority, have the responsibility to provide essential employment places for prisoners and opportunities for them to gain skills, qualifications and work experience to improve their employment prospects upon release with the overall aim of reducing re-offending.

1.1.2 As part of this overarching responsibility, (IRCPE) Industries, Retail, Catering & PE Services Group run over 300 workshops employing around 10,000 prisoners with an annual turnover of around £26 Million per annum.

There are 17 woodworking workshops of varying capability and capacity which provide purposeful activity for around 700 prisoners. The workshops manufacture a wide range of prison furniture including Cell furniture and related products for 103 Public Sector operated custodial establishments within England and Wales. Furniture and joinery items for the MOJ wider estate and the MOD, supplies to UK British offshore government interests.

IRCPE continue to develop their wider government manufacturing to support the development of prisoners along with providing better value purchasing for the government expansion of custodial services. Upward growth in workshop business since 2015 has seen increased manufacturing capacity in establishments providing purposeful activity employment.

**1.2 Background and Overview of Requirements**

1.2.1 This Specification relates to a Framework Agreement for the supply of Timber Materials. The information contained within this document forms the basis of the criteria against which Supplier performance will be measured.

1.2.2 The MoJ and IRCPE operate in an environment of continuous improvement. To this end, the Suppliers should also:

• Work strategically and collaboratively with all stakeholders and their supply chain to assist in achieving an ongoing increase in performance and targets; and

• Work innovatively in collaboration with all stakeholders and their supply chain in order to identify areas for improvement in the supply of timber materials outlined in this specification.

1.2.3 Suppliers shall be required at all times to fulfil orders placed by the Authority within the agreed lead-times contained within this document and/or quotation request forms, these lead times will form part of the Suppliers KPI’s.

1.2.4 Suppliers shall utilise their specialist knowledge of developments and innovation in the market to help the Authority to identify areas for cashable cost savings and offer improvements or alternative products, which may enhance performance, improve delivery or offer financial savings.

**1.3 Locations**

1.3.1 Delivery will be required to the list of Core Woodworking Establishment Sites listed in Appendix B.

1.3.2 The Authority may add delivery locations as required throughout the life of this Contract e.g., National Probation Services Approves Premises that are a part of HMPPS. There may be a requirement to provide Goods to other HMPPS locations and where this is a requirement, these shall be delivered within the term of this Contract. Notification of any such sites shall be communicated to the Supplier.

**1.4 Scope of Requirements**

1.4.1 This provision relates to Timber and timber-based Materials and associated goods and services being provided against a Framework, non-exclusive contract between the Supplier and the Ministry of Justice.

* + 1. The Framework shall be for a four (4) year period. The Framework shall be separated into six (6) lots with a maximum of three (3) suppliers per lot.

There is no minimum or maximum number of lots that can be tendered (i.e., tender for any number of Lots from one (1) to all six (6) Lots.)

The Framework call off mechanism shall be administered by CCMD on an annual basis by further competition. The process will rank a maximum of three (3) Suppliers in each lot by order of evaluation scores, based on their technical and commercial scores. The Supplier with the highest score(s) in each of the Lots shall be awarded a call off Contract for a period of 12 months.

In the event that of tied scores, the Authority reserves the right to award additional Suppliers onto each Lot.

A minimum score of 60 in the technical evaluation must be achieved for suppliers to be eligible for a ranked position of the Lot(s) for which they have applied.

Where the Authority has a requirement for Goods not listed in Appendix A or any subsequently revised list of Goods, the Purchaser shall discuss their requirement with the contracted Supplier (i.e., rank 1 Supplier) prior to a Purchaser Order being placed by the Purchaser. Where the rank 1 Supplier is unable to meet the requirements (either technically or within required timescale), the Purchaser shall approach the next ranked supplier. (i.e., Rank 1 supplier cannot deliver within 2 weeks, the Purchaser will approach rank 2 Supplier.) Where Rank 2 Supplier cannot meet the requirement, the Purchaser will approach rank 3 Supplier.

The first framework call off will be instigated within 6 weeks of contract award.

1.4.3 The Authority provides no guarantees of volumes or monetary commitment, whatsoever.

1.4.4 Should the Authority require Goods out with those listed within Appendix A, the Authority shall discuss and agree the requirements with the Supplier. Price and delivery times shall be agreed by said parties in writing prior to a Purchase Order being placed by the Authority.

1.4.5 The Supplier shall be required at all times to fulfil full order requirements only (no part back-order deliveries) placed by the Authority within the agreed lead-times contained within the Requirement document but shall be within a maximum of 5 working days for catalogue items and 10 working days for non-catalogue items. If the full orders cannot be fulfilled at the time of order the supplier is to make the Authority aware and the Authority shall approach the next ranked supplier accordingly.

1.4.6 The Supplier is obligated to ensure that contingency arrangements are in place for alternative supply and provide contingency evidence should the Supplier find they are unable to meet the requirements of the Contract within the relevant lead-times. Where a sub-contractor is used, the Supplier is obliged to ensure the products meet the Authorities requirements.

1.4.7 The Authority shall, over the life of the Framework, identify products for either addition to or removal from the subsequent Contracts. The range of Requirements varies within Prison Industries due to the different Contracts that they may undertake. (i.e., Prison Industries need to provide furniture requirement where the customer requires a different colour from those held as standard). To ensure the business can meet a range of customer requirements, the Supplier shall proactively outsource providers to meet the required customer needs and the range of Goods required by the Authority.

**1.5 Values & Volumes**

1.5.1 The anticipated spend for Timber Materials across all lots of the framework is approximately £2,500,000 per annum.

The Authority provides no guarantees of volumes, monetary commitment, or future requirements whatsoever. All quantities provided within this document are based on historical usage figures over the last three years and are provided for illustration purposes only. The Covid pandemic has had a material impact on usage of timber products therefore volumes are based on best estimates. Volume and therefore spend is also affected by demand for the goods and any changes in the estate.

1.5.2 Details of annual volumes for each Lot will be disclosed at further competition stage.

**SECTION 2: DETAILED REQUIREMENTS**

**2.1 Detailed Requirements**

2.1.1 All Timber and wood-derived products for supply or use in performance of the contract must be independently verifiable and come from:

* a Legal source; and
* a Sustainable source, which can include a FLEGT-licensed or equivalent source.
  + 1. All Goods shall be delivered to the Authority Sites with:
* dead knots, wane, twist, cupping, shakes allowable within the grade and BSI standards of Timber purchased.
* No rot or insect, bacterial attack, fungal infestations, and animal/bird deposits allowable, including on the packaging. Compliance with ISPM15.
* A moisture content that shall be within a +/-2% of 12% for kiln dried products and board materials.
* All Goods shall be of a thickness consistent with that stated within the Product Specification within BSI standard – see Appendix A.
* All Goods must be graded at the mill or re-sawn by the supplier to the specific standard that is being supplied.
* No visible surface defects outside of the BSI standard for each product.

2.1.3 Any Goods that do not meet the above requirements shall be returned and replaced by the Supplier at no additional cost, within a period not exceeding 10 working days. This will be recorded as a KPI (see Section 4)

1. **Requirements for proof of Timber Origin**

3.1.1 Management of the forest or plantation shall be audited by the Supplier 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.

* + 1. The Authority shall accept evidence from any of the following four categories:

3.1.3 **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 from the Contracting Authority on request and on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/evidence-of-compliance/cpet-s-assessment-of-evidence/assessment-of-certification-schemes-category-a), 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 on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/definitions/defining-legality-and-sustainability). 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 on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/evidence-of-compliance/category-a-evidence/approved-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.

* + 1. **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’ (available from the Contracting Authority on request and on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/evidence-of-compliance/other-evidence-as-assurance/category-b-TPAN 5th ed. iv CPET evidence), which reflects 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 contract is awarded shall apply. Such Category B evidence may include, for example, independent audits and declarations by the Contractor or his suppliers.

3.1.5 Where Category B evidence is to be relied on, the Contractor is required to notify 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 wood-derived product by the Contracting Authority. The Contractor 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 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.

* + 1. **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 has 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).

3.1.7  **Legal and Sustainable Timber**

The Supplier shall comply with UK Government Policy, which requires that all Timber is from legal sources. Further, where possible, Timber and wood derived products should be obtained from sustainable sources. Timber and wood derived products in the context of this Framework Agreement or any Contract includes any product that contains wood or wood fibre supplied or used by the Supplier, his agents and subcontractors in performance of the Contract (for the avoidance of doubt, 100% of the Timber provided under this Framework Agreement or any Contract must meet these requirements.)

Before delivering any Timber under this Framework Agreement or any subsequent Call Off Contract, the Supplier shall obtain documentary evidence that the timber is Legal Timber. If requested in writing by the Authority the Supplier shall submit such documentary evidence to the Authority prior to delivery or at such other times as the Authority may require. The Supplier shall identify, as part of the evidence submitted, a chain of custody from the forest source of the timber or wood product through the delivery of the final product (and, in the case of Recycled Timber from the previous use.)

The Authority will accept evidence from either (or both) Category A Evidence or Category B Evidence, Where Category B Evidence is to be made available, the Supplier is required to notify the Authority of the source or sources of the forest or plantation where the trees were grown and all subsequent places of delivery through the supply chain prior to receipt by the Purchaser. Authority

The Supplier shall separately identify virgin Timber and wood derived products supplied from forest and plantations that are claimed to be subject to sustainable timber production and shall submit to the Authority documentation in respect of such wood to confirm that the criteria for sustainable timber production set out in this Framework Agreement or any Contract have been met.

**3.2 Accreditation Schemes**

The Supplier shall evidence full accreditation of either the:

* Canadian Standards Association.
* Forest Stewardship Council (FSC).
* Malaysian Timber Certification Council (MTCC).
* Programme for the Endorsement of Forest Certification (PEFC).
* Sustainable Forestry Initiative (SFI).
* And shall provide all necessary documentation to the Authority for all deliveries of Goods.
* The Supplier shall immediately notify the Authority of any changes in their accreditation status during the Framework Agreement Term.

**3.2.1 Independent Verification**

The Authority reserves the right to decide whether the evidence submitted to demonstrate legality is adequate to satisfy the Authority that the Timber is Legal Timber and Timber from a sustainable source.

In the event that the Authority is not satisfied, the Supplier shall, on written request by the Authority, commission and meet the costs of Independent Verification and provide a report that will:

* Verify the forest source of the Timber or wood (or in the case of Recycled timber, the previous use); and
* Assess whether the source meets the criteria for legality as required by this Framework Agreement or any Contract.

If Independent Verification is required, the timescales for the provision of the report shall be agreed between the Authority and the Supplier but shall be no more than four weeks from the initial written request by the Authority.

The Authority may reject any Goods that cannot offer to provide Independent Verification that all timber and wood derived products used in the Framework Agreement, or any Contract meet the legal requirements as defined in the Terms and Conditions.

**3.2.2 Forest/Plantation Audit**

The Authority may request documentary evidence that the management of the forest of plantation is audited at intervals confirming ongoing good forest management and by organisations with the appropriate forest management experience that are independent of the organisation that holds timber harvest and /or management rights for that forest.

**3.3. Technical Specifications**

The contractor must supply all products for the lots for which they are bidding, in compliance with the following technical specification listed in Appendix A.

Any updates to the technical specifications post contract award will require an Authority Change Notice and a formal contract variation.

**SECTION 4 – Contract Specific Requirements**

**4.1 Product Requirement - Goods**

4.1.1 The goods table provided at Appendix A provides details of the Authority’s requirements. The list is not exhaustive and may be amended from time to time.

4.1.2 The provision is to provide Timber Materials and Associated Products.

**4.2 Delivery of the Goods**

4.2.1 Deliveries shall be shipped to the address shown on the Purchase Order unless any other arrangements are agreed, in writing, in advance between the Supplier and the Authority or the Authority.

4.2.2 Delivery Charges shall be incorporated within the product prices, regardless of order value, except where that order relates to deliveries to HMP Albany (Isle of Wight), see below.

4.2.3 For Purchase Orders relating to HMP Albany (Isle of Wight), a set delivery charge shall be agreed during the tender stage and held within the resultant Framework Agreement.

4.2.4 The Authority shall state on any Purchase Order when the delivery is required, however, the Supplier guarantees that, Core Goods can be delivered within 5 working days of the Purchase Order being placed by the Authority. Where Non-Core Goods are ordered, the Supplier shall guarantee delivery no later than 10 working days from receipt of the written Order, unless otherwise agreed, in writing, with the Authority.

4.2.5 In delivering the Goods, the Supplier shall.

* Deliver the Goods to the Site named in each Purchase Order placed by the Authority (see list of the Core Woodworking Establishment Sites in Appendix B.
  + - The Supplier shall be responsible for delivery requirements to the workshop locations specified by the Authority. The Authority shall provide delivery details at the time of placing an order.
* Ensure that appropriate vehicles are used on each occasion.
* Ensure that their delivery vehicles comply with the dimensions and restrictions detailed in the list of Authority’s Sites enclosed in the Gate Restrictions document contained in Appendix B of this Specification document. The Authority may provide updates on these dimensions and restrictions from time to time during the Framework Agreement.
  + - There may be occasions where delivery to other establishments in England and Wales is required. A list of all current establishments is provided at Appendix B.
    - The Authority may create new prisons during the life of this Framework Agreement. There may be a requirement to provide Goods to such locations and where this is a requirement, these shall be delivered within the term of this Framework Agreement. Notification of any such Sites shall be communicated to the Framework providers.

4.2.6 The Authority shall not accept over deliveries of Goods unless the Supplier has obtained the prior approval of the Authority.

4.2.7 The Supplier recognises that, due to the strict operational restrictions involved in the prison environment, it is imperative that all deliveries are made within the timescales that have been agreed. Deliveries made out with the normally suitable delivery times will not be accepted. The Authority shall confirm the best delivery times for each workshop during the Implementation Phase. If the Authority rejects any deliveries, the Supplier shall be informed by the Authority of a suitable time for the Goods to be re-delivered.

4.2.8 The Supplier shall contact the delivery Site at least 24 hours prior to the day of delivery to confirm the estimated time of arrival of the delivery vehicle. No additional charges shall be applied for re-delivery where the original delivery was made out with the agreed timescale.

4.2.9 There shall be no requirement for the Authority to order ‘full load’ deliveries, however, the Authority shall, wherever possible, consolidate orders.

**4.3 Delivery Advice Note**

4.3.1 Each delivery consignment shall contain a delivery note and shall be attached to the order. This shall contain relevant information to identify and audit the relevant delivery. This shall include FSC documentation.

4.3.2 As a minimum, the delivery note shall include:

* The purchasing organisations official purchase order number
* Delivery address
* Account number
* Line product detail including pack size and quantity
* Number of cartons in consignment
* Identification of any outstanding products not delivered on order.

**4.4 Third Party Suppliers**

4.4.1 In the event that prison workshops are unable to meet the business requirements of HMPPS, due to rising demand or workshop closures for whatever reason, it is expected that successful suppliers will work with the Authority to identify appropriate third party providers to manufacture items on behalf of HMPPS.

**5 SECTION 5 - CONTRACT ADMINISTRATION**

**5.1 Delivery & Substitute Items**

5.1.1 No part deliveries of order lines or back orders will be accepted.

5.1.2 Substitute items shall not be used for core items without expressed permission of the Authority’s IRCPE Technical Manager (Woodwork Sector). No agreements shall be made locally to accept substitute items and the Authority must be notified of any stock outs during the life of the contract.

5.1.3 In the event of a substitute being dispatched and the product code, line description or price is different, then the Supplier shall advise the local business unit to cancel the order and re-submit the purchase order under the correct description, code, and price to facilitate electronic invoice matching.

5.1.4 Where agreed and approved, substitute items for core contract product shall be supplied at the same specification and contract price. Where such product is of lower value, the Authority expects to benefit from the reduction in price.

**5.2 Delivery Discrepancies**

5.2.1 In the event that the Authority / customer experiences a delivery discrepancy (i.e., full order not fulfilled) with a delivered consignment, this shall be communicated to the contractor within five working days by telephone or email, identifying the original purchase order number and business location as reference. The Supplier shall investigate the matter and re-supply the Goods.

5.2.2 Where the Supplier claims delivery has taken place, the Authority shall require a legible proof of delivery to ascertain a delivery has been made in the event of a dispute.

5.2.3 Where the Supplier and Authority are in dispute, this shall be escalated to the Authority Technical Manager for discussion with the Supplier Contract Manager.

5.2.4 The Supplier shall be liable for the cost of collection and re-delivery for discrepancies.

**5.3 Quality Discrepancies**

5.3.1 Where the Goods supplied do not meet the quality requirements referred to in Para 3.3 et al, the Authority shall (within 5 days) notify the Supplier in writing, detailing the Quality concerns (i.e., damaged goods, goods do not meet the quality requirements.)

5.3.2 Within 3 days of receipt of the Quality discrepancy, the Supplier shall contact the Authority to discuss. Where the Supplier agrees the Goods do not meet the required standard of quality, the Supplier shall replace such items and uplift the disputed Goods at their own expense.

5.3.3 Where the Supplier and Authority cannot agree an appropriate solution, the issue shall be escalated to the Authority Technical Manager and Supplier Contract Manager for resolution.

**5.4 Returns Liability**

5.4.1 In the event that goods are to be returned to the contractor, then the following applies.

5.4.2 Where the Goods do not meet the required Quality or where the Goods do not meet the Requirements stated within the Purchase Order, said Goods shall be collected by the Supplier and re-delivered at their own expense.

**6 SECTION 6 - Compliant Invoice Submission**

6.1 Supplier’s invoices shall be submitted to the address as stated on the Purchase Order.

6.2 All invoices are subject to a three-way matching process (Purchase Order, receipt, and Invoice) prior to payment being made to the contractor. The MoJ operates a ‘no PO no pay’ policy. The Supplier shall not accept telephone orders from the Authority without a valid PO. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity, and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold and payment being delayed.

6.3 Invoices must be compliant with the following:

* Must be received at the correct billing address
* Must quote a valid Purchase Order Number (clearly printed on the PO)
* Must be to a total agreed sum
* Shall not be sent with delivery note
* Must list product lines broken down by product code
* Must give quantity purchased, and individual prices in addition to a line total
* Shall clearly display any associated delivery charge (HMP Albany IOW only)

**6.4 Invoicing Addresses**

6.4.1 Invoice Address as stipulated on the official purchase order form from the relevant participating organisation, or individual department within the requesting Purchase Order.

**SECTION 7 - Key Performance Indicators and Obligations**

7.1 Performance against the KPI’s shall be monitored by the Authority on a quarterly basis (reports should be submitted monthly see 7.8). This shall form part of the overall monitoring and management of the Contract.

7.2 Where a Supplier fails to meet a specific or separate KPI for two consecutive reporting periods, the Authority shall have the right to implement a Performance Improvement Plan. Where the Supplier performance fails to improve, the Authority shall have the right to seek termination of the contract as described in the Termination Clauses in the Terms of Conditions of the Contract.

7.3 **Key Performance Indicators (KPI’s)**

|  |  |  |
| --- | --- | --- |
| **Indicator** | **Measurement** | **Target** |
| Delivery – core items | Catalogue items delivered withing a 5 working day lead time | 98% |
| Delivery – non-catalogue items | Non-catalogue items delivered within 10 working days | 98% |
| Complaints and resolution | Receipt of complaints to be acknowledged within 48 hours. Information to be provided on each individual complaint.  Complaints to be resolved to the satisfaction of the Authority within 5 working days of receipt. | 98%  98% |
| Social Value – Fighting climate change (waste/recycling) | The supplier must demonstrate a 5% increase in the amount of recyclable product packaging, including that used by product manufacturers and any transit carriers, in use across the supplier’s product range in each year of the contract up to a maximum of 100%. |  |

The KPIs above will apply to all Lots on the framework.

7.4 **Management Information (OBGLIGATIONS)**

7.5 - Evidence of agreement from the Industry Lead (IRCPE) and Operational Contract Manager of any replacement products required as a contingency due to non-availability of products.

* Number of complaints to Supplier and how timely complaints were responded to and detail of the outcome.
* Lot Specification – orders compliant with Lot specification. Evidence to be provided on core and non-core item spend for each Lot, including spend by prison.
* Faulty Goods Complaints – Timely resolution in response to initial fault report. Measure is number of complaints to Supplier and how timely complaints were responded to and resolved.
* Invoice Accuracy – Invoices are compliant with HMPPS procurement and invoicing processes.
* Fire Safety Report – Fire safety product report submission in compliance with fire, health and safety regulations.

7.6 All management information reports must be submitted as an excel document.

Suppliers will be required to provide management information one month in arrears to the Authority on a monthly basis using the Custodial Contract Directorate Key Performance Indicator template and emailed to [ccd.governanceandrisk@justice.gov.uk](mailto:ccd.governanceandrisk@justice.gov.uk) by the 10th working day of the month.

**SECTION 8 – Contract Management**

8.1 The Authority will appoint a member of CCD (Custodial Contracts Directorate) to be the main contact for the Supplier who will be responsible for managing the overall contract performance.

8.2 The Supplier shall nominate a contract manager and deputy who shall be a single point of contact and shall take overall responsibility for the contract. Suppliers shall provide a telephone and e-mail address for both contract manager and their deputy as contact point during office hours (8.30am-5.00pm), Monday – Friday excluding bank holidays) to allow the Authority access to quotations, general enquiries, product information, technical queries and advice, expediting orders, report discrepancies, arrange collections and raise a complaint.

8.3 In the event the Supplier’s contract manager or deputy needs to be replaced, a written explanation providing reasons and the replacement’s contact details shall be submitted to the Authority.

8.4 The Supplier’s contract manager, and, or deputy shall meet with the Authority contract manager over the term of the Contract. Meeting Schedules and locations will be agreed at the mobilisation meeting; however, these should be held on a quarterly basis. No additional charges or costs for attendance of these meetings will be passed onto the Authority or any Stakeholders.

8.5 Meetings may be required on a monthly basis if any issues or failures occur during the contract.

8.6 If for whatever reason, the Supplier’s contract manager identifies any potential problem in meeting the requirements of the contract, these should be brought to the Authority’s attention without delay.

8.7 Agendas for meetings will be defined in greater detail throughout the life of the contract but as a minimum will consist of the following:

• Review of previous period’s performance.

• Detailed review against KPI’s.

• Risks, issues, and actions.

• Specific delivery and/or quality issues if relevant.

• Forward plan.

• Continuous Improvement.

• Social Value

• Quality management, internal audit, and sub-contractor audits.

• Annual business review (Annually).

8.8 A mobilisation meeting will be required prior to the commencement of the contract. As a minimum the agenda will consist of the following:

• Introductions.

• Roles & Responsibilities.

• Working with the MOJ.

• Setting Supplier Performance KPI’s.

• Sustained Supply & Contingency.

• Ongoing Contract Management including provision of Management Information

8.9 If required by the Authority, the Supplier shall:

i) register and comply with any reasonable eMarketplace solution adopted for invoicing and procurement catalogues by the Authority; and

ii) submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

**8.10 Payment Model**

8.10.1 The Supplier will be paid according to the pricing schedule agreed after further competition. Prices must not exceed those provided as part of their tender but may reflect volume discounts etc.

8.10.2 All prices must include any picking, delivery/travel costs. These costs will not be paid separately (with the exception of HMP Albany, Isle of Wight).

8.10.3 Following the award of contract, prices will be fixed for the first six (6) months of the contract after which either the Supplier or Authority may request a price review.

8.10.4 Either the Supplier or Authority may request a price review once every six (6) months to take account of any changes in market conditions. Any changes shall be considered through the change control process outlined in the terms and conditions. No changes shall be applied until a contract variation form is signed by both parties and received by the Authority.

8.10.5 The supplier must provide the Authority with evidence of price movement and where applicable provide evidence of any commodity movements when instigating a price review.

**SECTION 9 – General Requirements**

**9.1 Sub-Contracting**

9.1.1 The use of any sub-contractor in performance of this contract (including transport) must be approved in writing by the Authority before the Supplier makes any formal agreement or arrangement to use that sub-contractor or invites any sub-contractor’s personnel to the site.

9.1.2 Even where the use of a sub-contractor has been approved by the Authority, the Supplier shall remain wholly responsible for the conduct and performance of supply of the contract and shall ensure that the sub-contractor whilst he is involved in the supply of the contract on the Supplier’s behalf maintains those standards.

9.1.3 The Supplier shall be responsible for ensuring that any sub-contractor is aware of the security restrictions as detailed in this document.

9.1.4 The Supplier is responsible for the selection criteria it adopts in the selection of its subcontractors and their supply-chain. The Supplier is responsible for the ongoing monitoring and audit of their processes, systems, and KPIs to ensure that the Contract KPIs are maintained.

9.1.5 If, during the life of the Contract, the Supplier wishes to make changes to their subcontractors or supply chain, they must notify the Authority prior to the change being made and gain written approval from the Authority. The Authority must not be disadvantaged by any changes however, approval shall not be unreasonably withheld by the Authority. The Supplier should have a clear process for the changes in their supply chain or subcontractors.

**9.2 Social and Environmental Requirements**

9.2.1 Social Value - Fighting Climate Change

9.2.2 The government’s 25 Year Environment Plan sets out goals for improving the environment within a generation and details how it will work with communities and businesses to do this. The Authority is obliged to deliver social value through commercial activity and endeavours to achieve wider, positive, environmental benefits through the delivery of this contract.

9.2.3 The Authority is obliged to ensure that goods and services purchased are manufactured, delivered, used and managed at the end of life in an environmentally and socially responsible manner. Suppliers will be expected to help enable the Authority to meet this obligation by considering how additional environmental benefits can be delivered in the performance of the contract, including the reduction of waste, water and working towards net zero greenhouse gas emissions.

9.2.4 The supplier must consider the impact of transport on the environment throughout the delivery of this contract and endeavour to reduce this impact. Examples of this include but are not limited to; UK manufacturing, avoiding unnecessary journeys, adopting zero or ultra-low emission modes of transport and having the capability to monitor and report on fuel/energy used, mileage and resulting emissions.

9.2.5 All goods supplied must be packaged securely to prevent damage in transit and must conform to the Packaging Directive (EU) 2015/720, however, packaging should be kept to a minimum and where possible, any cardboard packaging shall consist of ≥80% recycled material.

9.2.6 Due to the nature of commodities and raw materials, supply chains are becoming increasingly more global. It is therefore necessary to ensure transparency in supply chains to assess the risks of infringements relating to basic employment and human rights of people employed in them. When procuring raw materials, it is also necessary to ensure there is minimal impact on the environment from the extraction, processing and manufacture of these products, and to assess the security of supply and scarcity of the raw materials.

9.2.8 New Futures Network

9.2.9 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. Suppliers are encouraged to consider employing ex-offenders where possible.

9.2.10 Suppliers are encouraged to consider whether they can subcontract elements of their provision to prisons via appropriate agencies, including, but not limited to, New Futures Network who can be contacted via: [newfuturesnetwork@justice.gov.uk](mailto:newfuturesnetwork@justice.gov.uk)

**9.3 Contingency Planning & Disaster Recovery**

9.3.1 Following the start of the Contract, each party shall comply with its obligations for the timely provision of orders and delivery. If, for any reason, the Supplier is unable to comply with its obligations, the Supplier shall contact the Authorities Contract Manager to discuss and agree such action as required.

9.3.2 The Supplier shall have a fully detailed contingency plan and disaster recovery plan that is capable of full implementation from the Contract start date. The Transport Managers and Delivery Drivers Handbook plan must ensure continuity of supply to the Authority. The Supplier’s contingency plan for all products and assurance of supply shall cover but not limited to.

• Supply chain and, or sub-contractor failure or disruption.

• Failure of distribution network.

• Loss of key staff.

• IT failure.

• Fire or Flood; Loss of operational estate.

• EU Exit

• Pandemic

9.3.3 The Supplier will have documented details of the process and personnel responsible for the monitoring and implementing contingency arrangements and how the implementation of the arrangements will be communicated to the Authority.

9.3.4 On an annual basis the Suppliers Contingency Planning and Disaster Recovery plan will be subject to a test run to ensure that it is robust and delivers against scenario testing. Suppliers to advise Authority on the outcome of scenario testing.

**9.4**  **Flexibility, Innovation and Continuous Improvement**

9.4.1 Flexibility is required from the Supplier throughout the Contract, with an ability to respond to changing requirements, the Contractor shall work strategically with the Authority to meet the objectives of the contract and assist in achieving ongoing increased performance against any set targets.

9.4.2 The Supplier will be required to develop and continuously improve goods, supply, processes and procedures, working proactively to reduce costs through their supply chain and manufacturing process throughout the duration of the Contract. This may include piloting of new ideas and initiatives, proposing and implementing advances in technology, and streamlining processes.

9.4.3 Proposals are to be presented with clear identified benefits and risks. Those involving a cost element are to be fully costed, with payback timescales identified, and any reductions to the fees detailed. These will be evaluated accordingly and by agreement the contract amended by means of a variation.

9.4.5 As part of the Supplier’s day-to-day operations, feedback obtained from any customer surveys and quality reviews should be part of the basis for ongoing continuous improvement of the equipment.

**10** **Operation of the Framework Agreement**

10.1 The Authority intends to operate a Framework Agreement with a maximum of 3 Suppliers in each lot.

10.2 This Framework Agreement shall operate as follows:

* Following award of the Framework, each Lot shall contain a maximum of 3 Suppliers in each.
* Suppliers must achieve a minimum Technical score of 60 to be awarded on to a Lot.
* Of those 3 Suppliers, the Supplier offering the lowest price for the basket of Goods shall be awarded a call off Contract for a period of 12 months by further competition. This Supplier shall be referred to as Rank 1 Supplier and the Authority shall inform internal customers to utilise the catalogue of goods.
* Where the Supplier who is Ranked 1 Supplier is unable to deliver the Goods within the Contracted timescales (i.e., 5 working days for catalogue items), then the Authority shall contact the next ranked Supplier to confirm the requirement can be met. Where confirmation is received, the Purchase Order in whole or part shall be moved to said Supplier. (i.e., Ranked 2 Supplier.)
* Where the Supplier is Ranked 2 and is unable to deliver the Goods within the Contracted timescales, that Purchase Order in whole or part may be moved to the Supplier who is Ranked 3, following that Supplier confirmation that the requirements can be met. And so on.
* In the event that goods received are deemed to be of inadequate quality or supplier performance fails to meet the requisite levels outlined in 7.4, the Authority reserves the right to place orders from the net ranked Supplier.
* Only one or all of these criteria (unable to Supply the Goods or unable to deliver the Goods within the Contracted timescales) is a reason for the Authority to move supply along the ranking of Suppliers for the relevant Purchase Order only.
* Ad-hoc provision of Goods shall mirror the process detailed above.

**11. Movement within the Framework**

11.1.1 The Authority shall invite the successful Suppliers in each lot to provide pricing for the list of requirements on an annual basis.

11.1.3 On receipt of the Supplier’s proposal, the weightings of the commercial evaluation shall be as follows:

Price of Goods and any additional service costs (100%)

11.1.4 The Authority reserves the right at the annual review to revise the Goods within Appendix A. These prices shall be commercially evaluated as stated above and will comprise the Prices for the following 12-month period subject to review.

**Appendix A – REQUIREMENTS PER LOT**

|  |  |
| --- | --- |
| **Abbreviation** | **Meaning** |
| R/W | Red wood |
| PLY | Plywood |
| S/E | Square Edging |
| FAS | First and Seconds |
| FAS1F | First and Seconds 1 Face |
| KD | Kiln Dried |
| MFC | Melamine Faced Chipboard |
| A/B | Refers to the grade of veneer |
| MDF | Medium Density Fibreboard |
| MF | Melamine Faced |
| FR | Fire Retardant |
| BB | Refers to the grade of board |
| BB/CC | Refers to the grade of board |
| OSB | Orientated Strand Boards |
| CP/CP | Plywood face grade |
| SG | Short Grain |

|  |
| --- |
| **Lot One: Softwood (including roof trusses)** |

|  |  |
| --- | --- |
| **Description** | **Standards** |
| Softwood Sawn Redwood Unsorted 25x125mm | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Unsorted 50x150mm | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Unsorted 75mm X 225mm | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Unsorted 100mm X 100mm | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Std/5Ths 25x100mm | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Std/5Ths 25x150mm | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Std/5Ths 25mm X 175mm | BS EN 1313/1.2010 |
| 38x150 STD/5Ths sawn redwood | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Std/5Ths 50x100mm (110019) | BS EN 1313/1.2010 |
| Softwood Sawn Redwood Std/5Ths 50x125mm (110018) | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 75x75 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 100x100 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 25x225 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 25x225 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 32x225 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 32x225 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 38x175 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 38x175 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 38x225 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 38x225 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 50x225 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 50x100 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 50x100 mm | BS EN 1313/1.2010 |
| unsorted Sawn Redwood 50x150 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 50x225 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 75x75 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| unsorted Sawn Redwood 100x100 mm Tanalith-E Treated | BS EN 1313/1.2010 BS EN 351-1-2007 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 19x100 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 22x100 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 25x100 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 25x150 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 60x100 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 75x75 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 100x100 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated Blocks 95x95 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated Blocks 95x135 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Pallet Material - Softwood – Pines, Spruce, Other conifers Heat Treated 125x145 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Plywood, Waferboard (OSB), Chipboard, New materials (Example Recycled Rubber) composite Blocks 95x95mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Plywood, Waferboard (OSB), Chipboard, New materials (Example Recycled Rubber) composite Blocks composite Blocks 95x135mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |
| Plywood, Waferboard (OSB), Chipboard, New materials (Example Recycled Rubber) composite Blocks 125x145 mm | ISPM15, BS EN 1313/1.2010 BS 1133-8 2011 + A1:2016 |

|  |
| --- |
| Roof Trusses Requirements |

|  |  |
| --- | --- |
| **Description** | **Standards** |
| Roof Truss 6FT W4006 01-13 | TR26 BS 4978:2007+A2:2017 |
| Roof Truss 10FT W4006 01-14 | TR26 BS 4978:2007+A2:2017 |
| Roof Truss 14FT W4006 01-15 | TR26 BS 4978:2007+A2:2017 |

**End of Lot 1**

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| **Lot Two: Hardwood** |

|  |  |
| --- | --- |
| **Description** | **Standards** |
| Hardwood, Beech, Steamed S/E Kiln Dried 26x100mm & wider (long) FAS | Superior Grade Steamed S/E European Beech 25mm Kiln dried moisture content 10 - 12%. Material must be totally free from sapwood, warping, brittle heart, and beetle attack. |
| Hardwood, Beech, Steamed S/E Kiln Dried 32x100mm & wider (long) FAS | Superior Grade Steamed S/E European Beech 32mm Kiln dried moisture content 10 - 12%. Material must be totally free from sapwood, warping, brittle heart, and beetle attack. |
| Hardwood, Beech, Steamed S/E Kiln Dried 38x100mm & wider (long) FAS | Superior Grade Steamed S/E European Beech 38mm Kiln dried moisture content 10 - 12%. Material must be totally free from sapwood, warping, brittle heart, and beetle attack. |
| Hardwood, Beech, Steamed S/E Kiln Dried 52x100mm & wider (long) FAS | Superior Grade Steamed S/E European Beech 52mm Kiln dried moisture content 10 - 12%. Material must be totally free from sapwood, warping, brittle heart, and beetle attack. |
| 1" FAS/FAS1F 80/20 American White Oak Kiln Dried FAS | 25mm Kiln Dried Moisture content 10 - 12% Materials must be totally free from sapwood, waney edges, warping, Brittle heart, and beetle attack |
| 1.5" FAS/FAS1F 80/20 American White Oak Kiln Dried FAS | 38mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, warping, brittle heart, and beetle attack. |
| 2" FAS/FAS1F 80/20 American White Oak Kiln Dried FAS | 50mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, warping, brittle heart, and beetle attack. |
| 1" FAS/AS1F 80/20 Tulipwood (North American Popular) Kiln Dried FAS | FAS North American Popular 25mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, waney edges, warping, brittle heart, and beetle attack. |
| 1.25" FAS/FAS1F 80/20 Tulipwood (North American Popular) Kiln Dried FAS | FAS North American Yellow Popular 32mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, waney edges, warping, brittle heart, and beetle attack |
| 1.5" FAS/FAS1F 80/20 Tulipwood (North American Popular) Kiln Dried FAS | FAS North American Yellow Popular 38mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, waney edges, warping, brittle heart, and beetle attack |
| 2" FAS/FAS1F 80/20 Tulipwood (North American Popular) Kiln Dried FAS | FAS North American Yellow Popular 50mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, waney edges, warping, brittle heart, and beetle attack |
| 3" FAS/FAS1F 80/20 Tulipwood (North American Popular) Kiln Dried FAS | FAS North American Yellow Popular 75mm Kiln Dried moisture content 10-12% Material must be totally free from sapwood, waney edges, warping, brittle heart, and beetle attack |
| Hardwood, Iroko 25mm (long) FAS KD | FAS 25mm Kiln Dried moisture content 10-14%. Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Iroko 38mm (long) FAS KD | FAS 38mm Kiln Dried moisture content 10-14% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Iroko 50 mm (long) FAS KD | FAS 50mm Kiln Dried moisture content 10-14% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Iroko 75mm (long) FAS KD | FAS 75mm Kiln Dried moisture content 10-14% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Sapele 25mm Kiln Dried (long) | FAS 25mm Kiln Dried moisture content 10-14%. Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Sapele 38mm Kiln Dried (long) | FAS 38mm Kiln Dried moisture content 10-14% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Sapele 50mm Kiln Dried (long) | FAS 50mm Kiln Dried moisture content 10-14% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Sapele 63mm Kiln Dried (long) | FAS Utile S/E Kiln Dried 63mm moisture content 16-18%. Material must be totally free from sapwood waney edges, warping, pith, brittle heart, and beetle attack. |
| Sapele 75mm Kiln Dried (long) | FAS Utile S/E Kiln Dried 75mm moisture content 16-18%. Material must be totally free from sapwood waney edges, warping, pith, brittle heart, and beetle attack. |
| Hardwood, Utile 25mm (long) FAS | FAS Utile S/E Kiln Dried 25mm moisture content 16-18%. Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Utile 38mm FAS | FAS Utile S/E Kiln Dried 38mm moisture content 16-18% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Utile 50mm FAS | FAS Utile S/E Kiln Dried 50mm moisture content 16-18%. Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Utile 63mm FAS | FAS Utile S/E Kiln Dried 63mm moisture content 16-18%. Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Utile 75mm FAS | FAS Utile S/E Kiln Dried 75mm moisture content 16-18% Material. Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |
| Hardwood, Utile 100mm FAS | FAS Utile S/E Kiln Dried 100mm moisture content 16-18% Material must be totally free from sapwood waney edges, warping, brittle heart, and beetle attack. |

**End of Lot 2**

|  |  |
| --- | --- |
|  | **Lot Three: Melamine Faced Chipboard (MFC), Melamine Faced Density Fibreboard (MFMDF),**  **Edging Materials, Medium Density Fibreboard (MDF), Plywood,**  **Orientated Strand Boards (OSB) and Sundry Items** |

|  |  |
| --- | --- |
| **Description** | **Standards** |
| MFMDF (Polar White) 2440 x 1220 25mm Calibrated board | BS EN 622-2-2004, BS EN 14322-2017 |
| MFMDF (Polar White) 2440 x 1220 18mm Calibrated board | BS EN 622-2-2004, BS EN 14322-2017 |
| MFMDF (Polar White) 2440 x 1220 15mm Calibrated board | BS EN 622-2-2004, BS EN 14322-2017 |
| MDF, Standard Grade, 2440x1220x3 mm | BS EN 622-2-2004 |
| MDF, Standard Grade 2440 x1220 x6 mm | BS EN 622-2-2004 |
| MDF, Standard Grade, 2440x1220x9 mm | BS EN 622-2-2004 |
| MDF, Standard Grade, 2440x1220x12 mm | BS EN 622-2-2004 |
| MDF, Standard Grade, 2440x1220x15 mm | BS EN 622-2-2004 |
| MDF, Standard Grade, 2440x1220x18 mm | BS EN 622-2-2004 |
| MDF, Standard Grade, 2440x1220x25 mm | BS EN 622-2-2004 |
| MDF, Standard Garde3050 x 1220 x 22mm | BS EN 622-2-2004 |
| MDF, Standard Grade, 3050x1220x25 mm | BS EN 622-2-2004 |
| MDF, FR Standard Grade, 2440x1220x3 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Grade 2440 x1220 x6 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Grade, 2440x1220x9 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Grade, 2440x1220x12 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Grade, 2440x1220x15 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Grade, 2440x1220x18 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Grade, 2440x1220x22 mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| MDF, FR Standard Garde3050 x 1220 x 25mm | E1Class B-S2, do EN13501 BS EN 622-2-2004 |
| Plywood, Birch, BB 2440x1220x4 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Birch, BB 2440x1220x6 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Birch, BB 2440x1220x9mm | BS EN 636-2012 + A1-2015 |
| Plywood, Birch, BB 2440x1220x12 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Birch, BB 2440x1220x18 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern, BB/CC 2135 x 915 x 4 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern, BB/CC 2135 x 915 x6 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern, BB/CC 2440 x 1220 x4 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern, BB/CC 2440 x 1220 x 6 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern, BB/CC 2440 x 1220 x 9mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern BB/CC 2440 x 1220 x 12 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern BB/CC 2440 x 1220 x 18 mm | BS EN 636-2012 + A1-2015 |
| Plywood, Far Eastern BB/CC 2440 x 1220 x 25mm | BS EN 636-2012 + A1-2015 |
| Plywood Flexi 2440 x 1220 x 5mm (Long Grain) | BS EN 636-2012 + A1-2015 |
| Plywood Flexi 1220 x 2440 x 8mm (Cross Grain) | BS EN 636-2012 + A1-2015 |
| Plywood Marine 2440 x 1220 x 6mm Throughout | BS EN 1088:2003 |
| Plywood Birch 1220 x 2440 x 5mm Paged 'Short Grain' CP/CP | BS EN 636-2012 + A1-2015 |
| Plywood Birch 1525 x 1525 x 3mm CP/CP | BS EN 636-2012 + A1-2015 |
| Plywood Birch 1525 x 1525 x 5mm CP/CP | BS EN 636-2012 + A1-2015 |
| Plywood Birch 1525 x 1525 x 6mm CP/CP | BS EN 636-2012 + A1-2015 |
| Plywood Birch 1525 x 1525 x 9mm CP/CP | BS EN 636-2012 + A1-2015 |
| RIGA HEKSA PLUS 2440 x 1220x 18mm (Black) | EN315 DIN 51130R10 |
| RIGA HEKSA PLUS 2440 x 1220x 18mm (Brown) | EN315 DIN 51130R10 |
| OSB /3 2440mm x 1220mm x 9mm | EN355 Class 1,2 |
| OSB /3 2440mm x 1220mm x 11mm | EN355 Class 1,2 |
| OSB /3 2440mm x 1220mm x 18mm | EN355 Class 1,2 |

**End of Lot 3**

**Lot Four: Melamine Faced Medium Density Fibreboard - Fire Retardant (MFMDF-FR)**

|  |  |
| --- | --- |
| **Description** | **Standards** |
| 2440 x 1220 x 15mm Crema (183) 2 Sides S.3 Text   MF MDF PEFC™ certified Calibrated Board Hermetically sealed packaging packs of 30 | E1Class B-S2, do EN13501, BS EN 622-2-2004, BS EN 14322-2017 |
| 3050 x 1220 x 25mm Crema (183) 2 Sides S.3 Text FR MF MDF PEFC™ certified Calibrated Board Hermetically sealed packaging packs of 15 | E1Class B-S2, do EN13501 BS EN 622-2-2004, BS EN 14322-2017 |
| 2440 x 1220 x 25mm Crema (183) 2 Sides S.3 Text FR MF MDF PEFC™ certified Calibrated Board Hermetically sealed packaging Packs of 18 | E1Class B-S2, do EN13501 BS EN 622-2-2004, BS EN 14322-2017 |
| MFMDF FR (Polar White) 2440 x 1220 25mm PEFC™ certified Calibrated board Hermetically sealed packaging | E1Class B-S2, do EN13501 BS EN 622-2-2004, BS EN 14322-2017 |
| MFMDF FR (Polar White) 2440 x 1220 18mm PEFC™ certified Calibrated board Hermetically sealed packaging Hermetically sealed packaging | E1Class B-S2, do EN13501 BS EN 622-2-2004, BS EN 14322-2017 |
| MFMDF FR (Polar White) 2440 x 1220 15mm PEFC™ certified Calibrated board Hermetically sealed packaging | E1Class B-S2, do EN13501 BS EN 622-2-2004, BS EN 14322-2017 |

**End of Lot 4**

**Lot Five: Medium Density Fibreboard Fire Retardant**

|  |  |
| --- | --- |
| **Description** | **Standards** |
| Medium Density Fibreboard - Fire Retardant – 2440 x 1220 x 9mm | FR to BS EN 13501-class B |

**End of Lot 5**

|  |  |
| --- | --- |
|  | **Lot Six: Flat Rack Laminated Deck Boards** |

|  |  |
| --- | --- |
| **Description** | **Standards** |
| Flat Rack Laminated Deck Boards 5505mm x 230mm x 35mm | Material = Sawfalling European (not British) whitewood platform floorboard in accordance with BS EN 386.  No. of laminations = Laminate 5 pieces (i.e., 4 laminations)  Type of adhesive used = External D4 (or equivalent) industrial grade high strength wood adhesive in accordance with BS EN 204, totally waterproof, impact and temperature resistant.  Manufacturing process = boards sawn, dressed, laminated back together again, dressed, crosscut both ends.  Tolerance of flatness = 10mm  Allowable material flaws = sound knots <50mm on main face and edge, dead knots <32mm, splits <150mm  Finish = preservative to satisfy requirements of Australian Department of Health (plant quarantine section) e.g., tanalith pressure treated THE/BX (or equivalent) for external use. |

**End of Lot 6**

**End of Appendix A**

**Appendix b – CORE WOODWORKING ESTABLISHMENTS LIST AND GATE MEASUREMENTS**

REDACTED

**End of Appendix B**

**APPENDIX C**

**Ministry of Justice Security Policy**

Contractors providing goods or services to the Ministry of Justice are bound by the Official

Secrets Acts 1911 to 1989. The 1989 Act makes it an offence for any person employed by a government contractor to disclose any document or information which is likely to result in the commission of an offence or facilitate an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody.

The contractor’s Staff will also be subject to a general obligation of confidentiality in respect of information acquired through providing the Services and will be required to sign a Confidentiality Undertaking.

The Ministry of Justice will also exercise the right usually given in government contracts, requiring the contractor to identify all members of his staff who will be involved in fulfilling the contract. The contractor may be required to supply other information the Ministry of Justice may require for determining whether there is any objection to a particular member of his staff being admitted to Ministry of Justice premises. The Ministry of Justice will have the right to exclude any person specified by the Ministry of Justice from those premises.

All contractors would be required to comply with the statements set out above.

**End of Appendix C**

**APPENDIX D**

**Possession of Prohibited Items and Other Related Offences**

**List A, B and C Items**

2.1 Prohibited items are now graded according to their seriousness and perceived threat to security and safety within a prison, and are classified as List A, List B or List C items, as set out below:

* **List A items** – drugs, explosives, firearms or ammunition and any other offensive weapon
* **List B items** - are alcohol, mobile telephones, cameras, sound recording devices (or constituent part of the latter three items)
* **List C items** - any tobacco, money, clothing, food, drink, letters, paper, books, tools, \*information technology equipment.

\*Note that IT equipment is also subject to the provisions introduced by the Crime and Security Act and its possession within prison without appropriate authorisation is now a criminal offence – see Chapter 4.

**L****ist A and B Offences and Penalties**

2.2 A person (e.g., prisoners, staff, social and professional visitors) commits an offence if he/she carries out any of the following listed activities without obtaining prior authorisation:

* brings throws or otherwise conveys list A or B items in or out of a prison by whatever means.
* causes another person to do so.
* leaves a list A or B item in any place (in or out of the prison) intending it to come into the possession of a prisoner.
* knowing a person to be a prisoner, gives a list A or B item to him/her.

2.3 The maximum penalty on conviction for committing offences in respect of list A items is 10 years imprisonment and/or an unlimited fine. The maximum penalty on conviction for committing offences in respect of list B items is 2 years imprisonment and/or an unlimited fine. All such offences attract a criminal record on conviction.

**L****ist C Offences**

2.4 A person (e.g., prisoners, staff, social and professional visitors) commits an offence if he/she carries out any of the following listed activities without obtaining prior authorisation:

* brings, throws or otherwise conveys a List C item into a prison intending it to come into the possession of a prisoner.
* causes another person to bring, throw or otherwise convey a List C item into a prison intending it to come into the possession of a prisoner.
* brings, throws or otherwise conveys a List C item out of a prison on behalf of a prisoner.
* causes another person to bring, throw or otherwise convey a List C item out of a prison on behalf of a prisoner.
* leaves a List C item in any place (whether inside or outside a prison) intending it to come into the possession of a prisoner, or.
* while inside a prison, gives a List C item to a prisoner.

2.5 All such offences carry a criminal record on conviction.

**M****ain Offences**

3.1 Section 40D of the Prison Act provides offences of - without authorisation:

* taking a photograph or making a sound recording within a prison.
* transmitting any image or sound or information electronically from within a prison for simultaneous reception outside a prison.
* conveying a “restricted document” (see definition below) out of a prison.

**D****efinitions**

3.5 Restricted documents are defined in the Prison Act as including:

* photographs or sound recordings taken/made inside the prison.
* personal records of prisoner (serving or past).
* information relating to an identified or identifiable individual (including families of prisoners or staff) if the disclosure of that information might prejudicially affect the interests of that individual.
* information relating to any matter connected with the prison if the disclosure of that information might prejudicially affect the security or operation of the prison.

**POSSESSION OF PROHIBITED ITEMS**

4.1 The Crime and Security Act 2010 amends the Prison Act to make the following an offence to possess within a prison without authorisation:

1. a device capable of transmitting or receiving images, sounds or information by electronic communications (including a mobile telephone).
2. a component part of such a device.
3. an article designed or adapted for use with such a device (including any disk, film, or other separate article on which images, sounds or information may be recorded).

**End of Appendix D**

**APPENDIX E – TRANSPORT MANAGERS’ AND DRIVERS’ HANDBOOK**

**REDACTED**

**SCHEDULE 2 – PRICES and INVOICING**

**Part 1**

Pricing to be determined by further competition under the framework

**Invoicing**

The Authority shall pay all sums due to the Supplier within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

**apinvoices-nms-u@gov.sscl.com** (the Authority’s preferred option); or Ministry of Justice, PO Box 743, Newport, Gwent, NP10 8FZ.

**Part 2**

## 1 Invoice requirements

1.1 All invoices submitted to the Customer must:

1.1.1 clearly state the word ‘invoice’ and contain the following information:

i) a unique identification number (invoice number);

ii) the Supplier’s name, address and contact information;

iii) the name and address of the department/agency in the Customer with which the Supplier is working;

iv) a clear description of the services, works or goods being invoiced for;

v) the date the goods or service were provided;

vi) the date of the invoice;

vii) the amount being charged;

viii) VAT amount if applicable;

ix) the total amount owed;

x) the Purchase Order number; and

xi) the amount of the invoice in sterling or any other currency which is Approved.

1.1.2 if submitted by email meet the following criteria:

i) email size must not exceed 4mb;

ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and

iii) any supporting information, backing data etc. must be contained within the invoice PDF file; and

1.1.3 unless Approved:

i) not contain any lines for items which are not on the Purchase Order; and

ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

1.2 If required by the Customer, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

**SCHEDULE 3 - CHANGE CONTROL**

# Change Request Form

# (For completion by the Party requesting the Change)

|  |  |
| --- | --- |
| **Contract Title:** | **Party requesting Change:** |
| **Name of Supplier:** | |
| **Change Request Number:** | **Proposed Change implementation date:** |
| **Full description of requested Change (including proposed changes to wording of the Contract where possible):** | |
| **Reasons for requested Change:** | |
| **Effect of requested Change** | |
| **Assumptions, dependencies, risks and mitigation (if any):** | |
| **Change Request Form prepared by (name):** | |
| **Signature:** | |
| **Date of Change Request:** | |

**Contract Change Notice (“CCN”)**

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Title:** | | **Change requested by:** | | |
| **Name of Supplier:** | | | | |
| **Change Number:** | | | | |
| **Date on which Change takes effect:** | | | | |
| **Contract between:**  The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable]  and  [insert name of Supplier] | | | | |
| **It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows:**  [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible]  **Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.** | | | | |
| Words and expressions in this CCN shall have the meanings given to them in the Contract.  The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN | | | | |
| **Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]** | | | **Signed for and on behalf of [insert name of Supplier]** | |
| **Signature** |  | **Signature** | |  |
| **Name** |  | **Name** | |  |
| **Title** |  | **Title** | |  |
| **Date** |  | **Date** | |  |

**SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION**

1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Framework Agreement following a Request for Information pursuant to clause D5 (Freedom of Information).

2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.

3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.

4 Without prejudice to the Authority’s obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

|  |  |  |
| --- | --- | --- |
| SUPPLIER’S COMMERCIALLY SENSITIVE INFORMATION | DATE | DURATION OF CONFIDENTIALITY |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**SCHEDULE 5 - SUPPLIER AND THIRD PARTY SOFTWARE**

**Supplier Software comprises the following:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Software | Supplier (if Affiliate of the Supplier) | Purpose | No. of Licences | Restrictions | No. of copies | Other | To be deposited in escrow? |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |

**Third Party Software comprises the following:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Third Party Software | Supplier | Purpose | No. of Licences | Restrictions | No. of copies | Other | To be deposited in escrow? |
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**SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY**

**1. GENERAL**

1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in delivering the Services under the Framework Agreement.

1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Framework Agreement will be met.

1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk. The individual appointed by the Supplier, who is the Chief Security Officer, Chief Information Officer, Chief Technical Officer or equivalent and is responsible for compliance with the ISMS, is identified as Key Personnel) and the provisions of clause B4 apply in relation to that person.

1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.

1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.

1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

**2. INFORMATION SECURITY MANAGEMENT SYSTEM**

2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:

2.1.1 has been tested; and

2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.

2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the provision of the Services and to provide robust risk management.

2.3 The Supplier shall implement, operate and maintain an ISMS which shall:

2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);

2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;

2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:

2.3.3.1 meet the requirements in the Framework Agreement;

2.3.3.2 are in accordance with applicable Law;

2.3.3.3 demonstrate Good Industry Practice, including the Government’s 10 Steps to Cyber Security, currently available at:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;

2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;

2.3.3.5 comply with the Baseline Security Requirements;

2.3.3.6 comply with the Authority’s policies, including, where applicable, the Authority’s Information Assurance Policy in the Information Security Policy Framework or its replacements;

2.3.4 address any issues of incompatibility with the Supplier’s organisational security policies;

2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;

2.3.6 document:

2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;

2.3.6.2 incident response plans, including the role of nominated security incident response companies; and

2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;

2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and

2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier’s representative appointed and/or identified in accordance with paragraph 1.3.

2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.

2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority’s and/or accreditor’s assurance that it is appropriate, secure and complies with the Authority’s requirements.

2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1and shall, within 10 Business Days of its receipt notify the Supplier as to whether it has been approved.

2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.

2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Business Days of a notice of non- approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).

2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.

2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

**3. SECURITY PLAN**

3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.

3.2 The Supplier shall effectively implement the Security Plan which shall:

3.2.1 comply with the Baseline Security Requirements;

3.2.2 identify the organisational roles for those responsible for ensuring the Supplier’s compliance with this Schedule 6;

3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;

3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;

3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;

3.2.6 set out the scope of the Authority System that is under the control of the Supplier;

3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;

3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in the Services and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and

3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.

3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Business Days of receipt, whether it has been approved.

3.4If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.

3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Business Days whether it has been approved.

3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).

3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.

**4. REVISION OF THE ISMS AND SECURITY PLAN**

4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:

4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;

4.1.2 emerging changes in Good Industry Practice;

4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;

4.1.4 any new perceived, potential or actual security risks or vulnerabilities;

4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and

4.1.6 any reasonable change in security requirements requested by the Authority.

4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:

4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;

4.2.2 updates to risk assessments; and

4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.

4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority’s request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.

4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Framework Agreement.

**5. CERTIFICATION REQUIREMENTS**

5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are certified as compliant with:

5.1.1 ISO/IEC 27001:2013 or equivalent by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.1.2 the Government’s Cyber Essentials Scheme at the BASIC level unless otherwise agreed with the Authority

and shall provide the Authority with evidence:

5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and

5.1.4 that such certification remains valid and is kept up to date while the Supplier(as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

5.2 The Supplier shall ensure that it:

5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.2.2 is certified as compliant with the CESG Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved

and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements and failure to comply with this obligation is a material Default.

**6. SECURITY TESTING**

6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term, which shall include:

6.1.1 a monthly vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;

6.1.2 an annual IT Health Check by an independent CHECK qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; and

6.1.4 such other tests as are required:

6.1.4.1 by any Vulnerability Correction Plans;

6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;

6.1.4.3 after any significant architectural changes to the ICT Environment;

6.1.4.4 after a change to the ISMS (including security incident management processes and incident response plans) or the Security Plan; and

6.1.4.5 following a Breach of Security.

6.2 In relation to each IT Health Check, the Supplier shall:

6.2.1 agree with the Authority the aim and scope of the IT Health Check;

6.2.2 promptly, following receipt of each IT Health Check report, give the Authority a copy of the IT Health Check report; and

6.2.3 if the IT Health Check report identifies any vulnerabilities:

6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:

6.2.3.1.1 how the vulnerability will be remedied;

6.2.3.1.2 the date by which the vulnerability will be remedied;

6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed (which may, at the Authority’s discretion, include a further IT Health Check) to confirm that the vulnerability has been remedied;

6.2.3.2 comply with the Vulnerability Correction Plan; and

6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.

6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Services and the date, timing, content and conduct of Security Tests shall be agreed in advance with the Authority.

6.4 The Authority may send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of Security Tests (in a form to be Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.

6.5 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Framework Agreement, the Authority and/or its authorised representatives, including any accreditor, may at any time to carry out Security Tests (including penetration tests) as it may deem necessary as part of any accreditation process and/or to verify the Supplier’s compliance with the ISMS and the Security Plan:

6.5.1 upon giving reasonable notice to the Supplier where reasonably practicable to do so; and

6.5.2 without giving notice to the Supplier where, in the Authority’s view, the provision of such notice may undermine the Security Tests to be carried out

and, where applicable, the Authority shall be granted access to the Supplier’s premises for the purpose of undertaking the relevant Security Tests.

6.6 If the Authority carries out Security Tests in accordance with paragraphs 6.5.1 or 6.5.2, the Authority shall (unless there is any reason to withhold such information) notify the Supplier of the results of the Security Tests as soon as possible and in any event within 5 Working Days after completion of each Security Test.

6.7If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:

6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and

6.7.2 actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.

6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Framework Agreement to the extent that it can be shown that such breach:

6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and

6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.

6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Framework Agreement, the Supplier shall implement such change at its own cost and expense.

6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual or potential breach of security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default.

6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:

6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Framework Agreement; and

6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

**7. SECURITY AUDITS AND COMPLIANCE**

7.1 The Authority and its authorised representatives may carry out security audits as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.

7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided; the ISMS shall be independently audited in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-contractor premises for this purpose.

7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).

7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those actions that are required in order to ensure that the ISMS is complaint and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

**8. SECURITY** **RISKS AND BREACHES**

8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason, including as a result of malicious, accidental or inadvertent behaviour.

8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.

8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS, upon becoming aware of any Breach of Security or attempted Breach of Security, the Supplier shall:

8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:

8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;

8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;

8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and

8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;

8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government (“**GovCertUK**”) or equivalent any data that is requested relating to the Breach of Security or attempted Breach of Security within 2 Working Days of such request; and

8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority

and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.

8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the Supplier’s cost.

**IT Environment**

8.5 The Supplier shall ensure that the Supplier System:

8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;

8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;

8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority’s Cryptographic Policy as made available to the Supplier from time to time;

8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and

8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.

8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.

8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:

8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier’s security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-contractor; or

8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority’s security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority

and each Party shall bear its own costs in all other cases.

**9. VULNERABILITIES AND CORRECTIVE ACTION**

9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.

9.2 The severity of any vulnerabilities shall be categorised by the Supplier as ‘*Critical*’, ‘*Important*’ and ‘*Other*’ according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.

9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as ‘*Critical*’ within 7 days of public release, vulnerabilities categorised as ‘*Important*’ within 30 days of public release and vulnerabilities categorised as ‘*Other*’ within 60 days of public release, except where:

9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services being provided, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;

9.3.2 the application of a security patch in respect of a vulnerability categorised as ‘*Critical*’ or ‘*Important*’ adversely affects the Supplier’s ability to deliver the Services, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or

9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.

9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:

9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or

9.4.2 otherwise agreed with the Authority in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;

9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;

9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;

9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.

9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

**10. SUB-CONTRACTS**

10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Framework Agreement.

**ANNEX 1 – BASELINE SECURITY REQUIREMENTS**

1. **Security Classifications and Controls**

1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annexe 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.

1.2 There may be a specific requirement for the Supplier in some instances on a limited ‘need to know basis’ to have access to and handle Information Assets and Authority Data that are classified as ‘OFFICIAL-SENSITIVE.’

1.3 The Supplier shall apply the minimum security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:

[**https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/251480/Government-Security-Classifications-April-2014.pdf**](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf).

1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the “Technical Controls Summary” for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.

1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

1. **End User Devices**

2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:

2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-3 standard or equivalent, unless Approved;

2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-3 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.

2.2 The right to transfer Authority Data to a remote device should be carefully considered and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.

2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:

2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;

2.3.2 stored in an encrypted form meeting the FIPS 140-3 standard or equivalent and using a product or system component which has been formally assured through a recognised certification process of CESG to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“**CPA**”) or equivalent, unless otherwise Approved;

2.3.3 protected by an authentication mechanism, such as a password; and

2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.

2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the CESG End User Devices Platform Security Guidance (“**CESG Guidance**”) (<https://www.ncsc.gov.uk/guidance/end-user-device-security> ) or equivalent.

2.5 Where the CESG Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESG Guidance, this should be agreed in writing with the Authority on a case by case basis.

1. **Data Storage, Processing, Management, Transfer and Destruction**

3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.

3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:

3.2.1 the EEA; or

3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the European commission.

3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of ‘landed resources’), taking account of European Union requirements to confirm the ‘adequacy’ of protection of Personal Data in the countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.

3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.

3.5 The Supplier shall ensure that any electronic transfer of Authority Data:

3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable for the impact level of the data;

3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and

3.5.3 prevents the repudiation of receipt through accounting and auditing.

3.6 The Supplier shall:

3.6.1 protect Authority Data, including Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;

3.6.2 ensure that any OFFICIAL-SENSITIVE information, including Personal Data is encrypted in transit and when at rest when stored away from the Supplier’s controlled environment;

3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;

3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;

3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Framework Agreement and, in the absence of any such requirements, in accordance with Good Industry Practice;

3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;

3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:

3.6.7.1 destroy paper records containing Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and

3.6.7.2 dispose of electronic media that was used for the processing or storage of Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

1. **Networking**

4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network (“**PSN**”) compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.

4.2 The Supplier shall ensure that the configuration and use of all networking equipment in relation to the provision of the Services, including equipment that is located in secure physical locations, shall be at least compliant with Good Industry Practice.

4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.

1. **Security Architectures**

5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification or equivalent for all bespoke or complex components.

5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority’s and any accreditor’s assurance that this is appropriate, secure and compliant with the Authority’s requirements.

5.3 The Supplier shall apply the ‘*principle of least privilege*’ (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.

1. **Digital Continuity**

The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in the Information Security Policy Framework or its replacements.

1. **Personnel Vetting and Security**

7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:

7.1.1 the BPSS or BS7858 or equivalent; and

7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.

7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring ‘*SC*’ clearance), the Supplier shall obtain the specific Government clearances that are required for access to such Information Assets and/or Authority Data.

7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.

7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the provision of the Services.

7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.

7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

1. **Identity, Authentication and Access Control**

8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the ‘*principle of least privilege’*, users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.

8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority’s acceptable use policy.

1. **Physical Media**

9.1 The Supplier shall ensure that all:

9.1.1 OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;

9.1.2 physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;

9.1.3 physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG standards and guidance or equivalent; and

9.1.4 Information Assets and Authority Data held on paper are:

9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and

9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

1. **Audit and Monitoring**
   1. The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent.
   2. The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:

10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent, the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;

10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and

10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

* 1. The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
  2. The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.

**SCHEDULE 7 - PRISONS**

**ACCESS** **TO PRISONS**

1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.

2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Framework Agreement.

3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.

4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 07/2016.

**SECURITY**

5Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.

6The Authority may search vehicles used by the Supplier or Staff at Prisons.

7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:

7.1 take all reasonable measures to make available for interview by the Authority any members of Staff identified by the Authority, or by a person who is responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Authority; and

7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Authority, or by a person who is responsible for security matters on the Authority’s behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

**OFFE****NCES AND AUTHORISATION**

8 In providing the Services the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.

9 Nothing in the Framework Agreement is deemed to provide any “authorisation” to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

**SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY**

## 1 What the Authority expects from the Supplier

1.1 Her Majesty’s Government’s Supplier Code of Conduct (the “**Code**”) sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

* 1. The Supplier shall, and shall procure that its Sub-Contractors shall:
     1. comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
     2. use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

**PART 1 Statutory Obligations**

## 2 Equality and Accessibility

2.1 The Supplier shall:

(a) perform its obligations under the Framework Agreement in accordance with:

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

ii) the Authority’s equality, diversity and inclusion policy as given to the Supplier from time to time;

iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and

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

## 3 Modern Slavery

3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

1. the MSA; and
2. the Authority’s anti-slavery policy as provided to the Supplier from time to time (“**Anti-slavery Policy**”).

3.2 The Supplier shall:

* + 1. implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
    2. respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
    3. prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
    4. maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Framework Agreement;
    5. report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
    6. implement a system of training for its employees to ensure compliance with the MSA.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

(a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;

(b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

(c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:

i) has been convicted of any offence involving slavery and trafficking; or

ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

(a) any breach, or potential breach, of the Anti-Slavery Policy; or

(b) any actual or suspected slavery or trafficking in a supply chain which relates to the Framework Agreement.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, it 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 the Framework Agreement.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:

* + 1. require the Supplier to remove from performance of the Framework Agreement any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
    2. immediately terminate the Framework Agreement.

## 4 Income Security

4.1 The Supplier shall:

(a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;

(b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;

(c) not make deductions from pay:

(i) as a disciplinary measure;

(ii) except where permitted by Law and the terms of the employment contract; and

(iii) without express permission of the person concerned

(d) record all disciplinary measures taken against Staff.

## 5 Working Hours

5.1 The Supplier shall ensure that:

(a) the working hours of Staff comply with the Law, and any collective agreements;

(b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;

(c) overtime is used responsibly, considering:

(i) the extent;

(ii) frequency; and

(iii) hours worked;

(d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);

(e) working hours do not exceed 60 hours in any seven-day period unless:

(i) it is allowed by Law;

(ii) it is allowed by a collective agreement freely negotiated with a worker’s organisation representing a significant portion of the workforce;

(iii) appropriate safeguards are taken to protect the workers’ health and safety; and

(iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;

(f) all Supplier Staff are provided with at least:

(i) 1 day off in every 7-day period; or

(ii) where allowed by Law, 2 days off in every 14-day period.

**6 Right to Work**

6.1 The Supplier shall:

(a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;

(b) notify the authority immediately if an employee is not permitted to work in the UK.

**7 Health and Safety**

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

(a) all applicable Law regarding health and safety; and

(b) the Authority’s Health and Safety Policy while at the Authority’s Premises.

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

**8. Welsh Language Requirements**

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

**9 Fraud and Bribery**

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

(a) 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

(b) 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.

9.2 The Supplier shall not during the Term:

(a) commit a Prohibited Act; and/or

(b) do or suffer anything to be done which would cause the Authority or any of its 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.

9.3 The Supplier shall, during the Term:

(a) 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;

(b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

(c) keep appropriate records of its compliance with its obligations under paragraph 9.3 (a) and 9.3 (b) and make such records available to the Authority on request; and

(d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017

9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:

(a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) 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

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

9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, 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.

9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:

(a) require the Supplier to remove from performance of the Framework Agreement any Staff whose acts or omissions have caused the Default; or

(b) immediately terminate the Framework Agreement.

9.7 Any notice served by the Authority under paragraph 9.6 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 taken (including, where relevant, the date on which the Framework Agreement terminates).

**PART 2 Corporate Social Responsibility**

## 10 Zero Hours Contracts

10.1 Any reference to zero hours contracts, for the purposes of this Framework Agreement, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.

10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:

(a) whether an individual is an employee or worker and what statutory and other rights they have;

(b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and

(c) how the individual’s contract will terminate, for example, at the end of each work task or with notice given by either party.

## 11 Sustainability

11.1 The Supplier shall:

(a) comply with the applicable Government Buying Standards;

(b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;

(c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and

(b) perform its obligations under the Framework Agreement in a way that:

(i) supports the Authority’s achievement of the Greening Government Commitments;

(ii) conserves energy, water, wood, paper and other resources;

(iii) reduces waste and avoids the use of ozone depleting substances; and

(iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

**SCHEDULE 9 – DATA PROCESSING**

* + 1. The contact details of the Authority’s Data Protection Officer are: [data.compliance@justice.gov.uk](mailto:data.compliance@justice.gov.uk) ***or*** Data Protection Officer, 102 Petty France, London, SW1H 9AJ.
    2. The contact details of the Supplier’s Data Protection Officer are: [Insert contact details].
    3. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
    4. Any such further instructions shall be incorporated into this Schedule 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.*  *Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public]* |
| Duration of the processing | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing | *[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 being Processed | *[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 particular website etc]* |
| Plan for return and destruction of the data once the processing is complete  Unless 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]* |

**SCHEDULE 10 – CALL-OFF PROCEDURE**

1. **How a Call-Off Contract is awarded** 
   1. Call offs will be awarded on the basis of annual further competition for each lot on the framework as per the terms of the Specification.

**IN WITNESS** of which the Framework Agreement is duly executed by the Parties on the date which appears at the head of page 1.

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of the Secretary of State for Justice  Signature:  Name (block capitals):  Position:  Date: |  |

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of the [insert name of Supplier]  Signature:  Name (block capitals):  Position:  Date: |  |