

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

LAB5093: Laboratory Equipment (General) and Associated Services – Lot 1 – Centrifuges



Department
for Environment
Food & Rural Affairs

The Secretary of State for Environment, Food & Rural Affairs whose principal address is
2 Marsham Street, London, SW1P 4DF

AND

Camlab Limited

Unit 24 Norman Way Industrial Estate, Over, CB24 5WE
(Registered No. 00484244)

12/12/2025

Dear Sirs

Call-Off Contract (Ref. C32377) for the Supply of refrigerated Centrifuge, Buckets and Rotors

- 1 Further to the Framework Agreement dated 15/10/2025, we wish to instruct you to supply the Goods described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 Please ensure a copy of the final signed contract is emailed to procurement@lupc.ac.uk for reporting purposes.
- 3 The particulars of this Call-Off Contract are set out below:

Item	Description
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is LAB5093: Laboratory Equipment (General) and Associated Services – Lot 1 - Centrifuges. Contract reference: C32377 of 15 th December 2025 – 31 st December 2028.
Parties	Between: (1) This Order is made by THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

	<p>whose registered office is at Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through THE ANIMAL AND PLANT HEALTH AGENCY (APHA), (the Customer).</p> <p>(2) CAMLAB LIMITED (company number 00484244) whose registered office is at Unit 24 Norman Way Industrial Estate, Over, CB24 5WE (Supplier).</p>
Call-Off KPIs (Cl. 1.1)	As set out in Annex B.
Charges (Cl.1.1)	<p>The Charge(s) for this Order is: £17,024.36 (Seventeen thousand and Twenty-Four pounds and Thirty-Six pence).</p> <p>All Charges are in GBP Sterling and are exclusive of VAT. See Annex C – part 1 for a breakdown of the Charges.</p>
Access Date (Cl.1.1)	Not applicable
Adjustments to the Charges (Cl.1.1)	Not applicable
Contract End Date (Cl. 1.1)	<p>Means:</p> <p>31st December 2028</p>
Customer Liability Cap (Cl. 1.1)	Means the amount of £17,024.36 (Seventeen thousand and Twenty-Four pounds and Thirty-Six pence).
Delivery Date(s) (Cl. 1.1)	<p>The Supplier shall deliver the Goods by the following date(s):</p> <p>The Supplier shall deliver the Goods to the Customer no later than 4 weeks from receipt of purchase order.</p>
Defects Rectification Period (Cl. 1.1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause 6.5 of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl. 1.1)	The Goods to be supplied under this Call-Off Contract are as stated in Annex A.
Installation Date (Cl. 1.1)	Not Applicable

Premises (Cl. 1.1)	The Goods are to be delivered to: Attention: [REDACTED] Animal and Plant Health Agency (APHA) APHA Weybridge, Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB Mobile: [REDACTED] Email: [REDACTED] @apha.gov.uk
Services (Cl. 1.1)	Not Applicable
Software (Cl. 1.1)	Not Applicable
Software Specification (Cl. 1.1)	Not Applicable
Software Warranty Period (Cl. 1.1)	Not Applicable
Services Commencement Date (Cl. 1.1)	Not Applicable
Services End Date (Cl. 1.1)	Not Applicable
Supplier Liability Cap (Cl. 1.1)	As per the Framework Call-Off agreement Terms and Conditions.
Instalments (Cl. 9.4)	The stages of payment described in Clause 9.4 of the Call-Off Terms and Conditions are full payment to be made 30 (thirty) days after receipt of properly rendered invoice(s) following delivery of goods and subject to acceptance of Goods by the Customer.
Notices (Cl. 21.3)	Any written notice provided under Clause 21.1 shall be sent: In the case of the Customer: To:

	<p>Attention: ██████████ Contract Manager Animal and Plant Health Agency (APHA) Shared team telephone: 0208 026 0646 Email: ██████████@apha.gov.uk Group Email: contractmanagement@apha.gov.uk</p> <p>In the case of the Supplier:</p> <p>To:</p> <p>Attention: ██████████ Senior Business Development Manager Camlab Limited Unit 24 Norman Way Industrial Estate, Over, CB24 5WE Telephone: ██████████ Email: ██████████@camlab.co.uk Group Email: sales@camlab.co.uk</p>								
<p>Data Protection Particulars (Schedule 3)</p>	<table border="1"> <tr> <td data-bbox="474 1005 834 1106">The subject matter and duration of the Processing</td> <td data-bbox="834 1005 1318 1106">No personal data processed</td> </tr> <tr> <td data-bbox="474 1106 834 1176">The nature and purpose of the Processing</td> <td data-bbox="834 1106 1318 1176">No personal data processed</td> </tr> <tr> <td data-bbox="474 1176 834 1245">The type of Personal Data being Processed</td> <td data-bbox="834 1176 1318 1245">No personal data processed</td> </tr> <tr> <td data-bbox="474 1245 834 1314">The categories of Data Subjects</td> <td data-bbox="834 1245 1318 1314">No personal data processed</td> </tr> </table>	The subject matter and duration of the Processing	No personal data processed	The nature and purpose of the Processing	No personal data processed	The type of Personal Data being Processed	No personal data processed	The categories of Data Subjects	No personal data processed
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The categories of Data Subjects	No personal data processed								

- 4 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 5 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 6 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 7 You must not make any amendments to the Call-Off Terms and Conditions.
- 8 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9 Execution of the of the call-off Contract is carried out in accordance with the EU Directive 99/93 (Community framework for electronic signatures) and the electronic

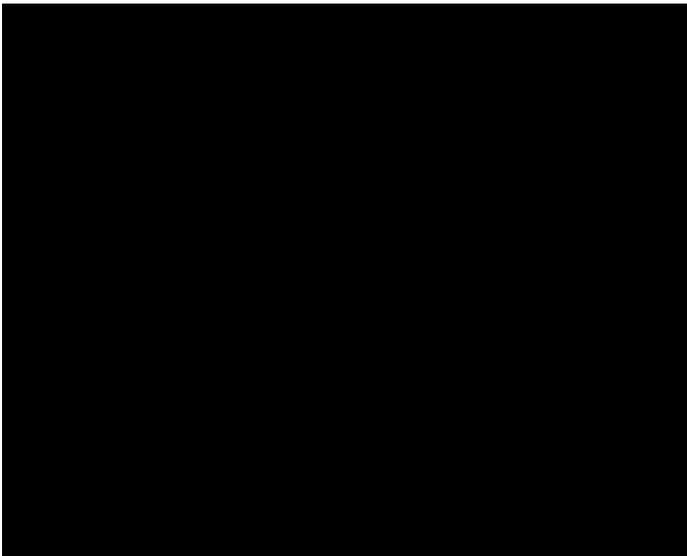
communications Act 2000. The call-off Contract is formed on the date on which both parties communicate acceptance of its terms on the Customer's electronic contract management system ("Atamis")

Accepted and acknowledged by:

Supplier Signature:



Customer Signature:



Annex A: SPECIFICATION OF REQUIREMENTS

1 PURPOSE

- 1.1 Purchase of one benchtop refrigerated centrifuge, the 'Equipment', to replace a unit, used routinely by BAC5's Brucella Research workgroup.

2 BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at: <https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

3 Background to requirement/OVERVIEW of requirement

- 3.1 Purchase of one medium-sized refrigerated centrifuge to replace an old obsolete unit, used by BAC5's Brucella Research workgroup. This equipment will be located in the Brucella CL3 laboratory and would be used to centrifuge viable material related to the production of diagnostic antigens that support international trade and UK surveillance testing, and the production of novel antigens required to fulfil both Defra and external funded research and collaborative projects.

4 SCOPE OF REQUIREMENT

- 4.1 Equipment requirements:
- 4.1.1 Mandatory – Benchtop refrigerated centrifuge, O-ring buckets able to house 15-50ml conical tubes, programmable, speed ~3000g
- 4.1.2 Exclusions – Angled rota option only (no bucket option) due to weight.
- 4.1.3 Optional - Max speed > 3000g

5 THE REQUIREMENT

- 5.1 Equipment requirements: Programmable refrigerated centrifuge, swing out rotor system that can hold multiple o-ring lidded buckets that are easy to surface decontaminate. Required centrifugal speed ~3000g.

Typical (total) bucket capacities

4 x Conical 50ml

4 x Universal 25ml

12 x Conical 15ml

28 x Blood tube 7-10ml

- 5.2 Dimensions

To access the laboratory and onto laboratory benching the following dimensions will apply:

- Bench - 1m width maximum, depth no deeper than 65cm

- Accessing laboratory - will need to be able to be put onto a lab trolley and enter the laboratory via a doorway that is only 73 cm wide.

6 **QUALITY**

- 6.1 Work, using this equipment will be undertaken in accordance to ISO 9001 quality standards. The diagnostic tests that use the products (antigens) that are made are ISO/IEC 17025 accredited.

7 **WARRANTY**

- 7.1 The Equipment will carry a three (3) year warranty including all parts, labour, breakdown call-outs and servicing.
- 7.2 The warranty period will commence on the date of delivery.
- 7.3 In the event of any break-downs, call-outs, servicing or other circumstances during the warranty period, the Authority will inform the Supplier, specifying the relevant details and required timings.
- 7.4 Should the Equipment develop a fault within the warranty period, the Supplier shall confirm the date of replacing the Goods, within two (2) weeks, if the fault cannot be repaired within a reasonable timescale to the satisfaction of APHA.

8 **DELIVERY**

- 8.1 The Equipment must be delivered, no later than four (4) weeks from receipt of purchase order. The Authority may choose to terminate the contract if delivery timescales are not met.
- 8.2 The Equipment shall be delivered to the following delivery location:
FAO: [REDACTED]
APHA Weybridge, Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB
- 8.3 Delivery shall be made within normal Working Hours 9am – 5pm Monday to Friday (excluding Public Holidays).
- 8.4 Equipment shall be supplied under Delivered Duty Paid incoterms, and all associated costs, including but not limited to freight, shall be met by the Supplier.
- 8.5 All packaging shall be removed by the Supplier and recycled/reused where possible and in accordance with all relevant legislation.
- 8.6 An operation manual will be provided with the Equipment which will include Equipment set-up instructions.

9 **ACCESS TO APHA**

- 9.1 When arriving on site for the first time, the Supplier's staff may be required to attend a site safety induction (before commencing their work) and they must allow time within their schedule for this to take place. Inductions usually take no more than forty-five (45) minutes and are valid for twelve (12) months.

- 9.2 The Supplier, whilst on site, shall adhere to the Authority's health and safety policies and procedures.

10. PERFORMANCE MANAGEMENT FRAMEWORK (INCLUDING KEY PERFORMANCE INDICATORS AND SERVICE CREDITS):

- 10.1 Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the supplier's performance of contract responsibilities.
- 10.2 The purpose of the PMF is to set out the obligations on the Supplier, to outline how the supplier's performance will be evaluated and to detail the sanctions for performance failure. The Supplier is responsible for the performance of any sub-Contractors.
- 10.3 Key Performance Indicators (KPIs) are essential in order to align Supplier performance with the requirements of the Customer and to do so in a fair and practical way.
- 10.4 KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.
- 10.5 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 10.6 The Customer shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the supplier to agree action plans. The Customer expects the supplier to agree and implement these plans. If this does not happen, only then shall service credit principles be applied. The KPIs for this Contract are set out at Annex B.

Service Credit Principles

The use of service credits is governed by the following principles:

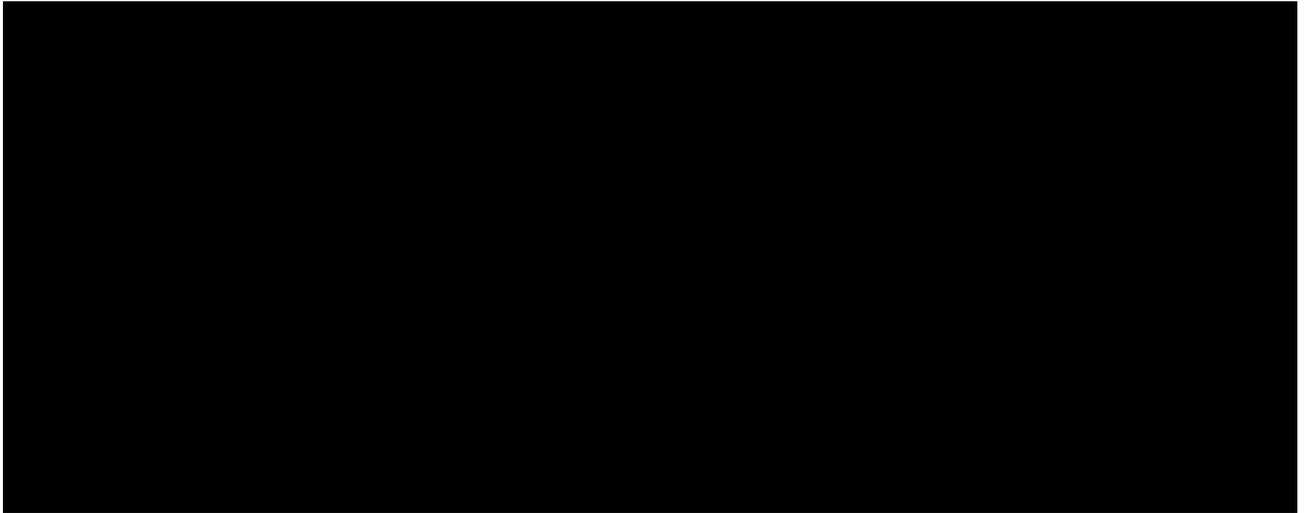
- 10.7 Service credits sit within the wide service management approach being pursued by the Supplier and the Customer. Use of service credits does not preclude any other remedy for failure of performance available to the Customer under the terms and conditions of the contract.
- 10.8 The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.
- KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure
 - KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure
 - The maximum annual service credit to be applied will be no more than 10% of the total annual contract value per Supplier.
- 10.9 The Customer has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.
- 10.10 Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.

10.11 The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

Annex B TO PART 1: KEY PERFORMANCE INDICATORS

KPI	Performance Target	Key Indicator	Performance Measure	Service Credit Rating
KPI One (1) Delivery	Delivery of the Equipment within the timescales detailed in the Specification of Requirement.	Delivery of Equipment on time and in full.	100%	2
KPI Two (2) Quality	The Equipment are accepted as suitable by APHA and performs to the manufacturer's specifications.	The Equipment meet the required standards as stated in the specification.	100%	2
KPI Three (3) Warranty	Effective resolution of issues under the warranty.	Effective repairs (confirmed by APHA) carried out during the Warranty period.	100%	1

ANNEX C TO PART 1 - CHARGES



Part 2 – Call-Off Terms and Conditions

CUSTOMER

and

SUPPLIER

Call-Off terms and conditions for the supply of Supply of refrigerated Centrifuge, Buckets and Rotors (Lot 1)

12/12/2025

ORDER FORM REFERENCE:

Framework Agreement: LUPC LAB5093: Laboratory Equipment (General) and Associated Services, Lot 1 – Centrifuges.

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Call-Off Terms and Conditions

Dated

12/12/2025

Between:

- (1) the Customer; and
 - (2) the Supplier,
- (the identities of the Customer and Supplier are set out in the Order Form).

Whereas:

- (A) The Authority acts as the lead organisation on behalf its Member Institutions (as defined below) providing its Member Institutions with pre-tendered arrangements for a variety of goods and services.
- (B) The Authority issued a contract notice 2025/S 000-061087 on 30 September 2025 in the Official Journal of the European Union seeking expressions of interest from potential suppliers for the provision of certain Goods and/or Services to Member Institutions and Participating Consortium (as defined below).
- (C) Following a tender process compliant with the requirements of the Public Contracts Regulations 2015, the Authority selected a group of suppliers to be eligible to provide the Goods, Services and/or Software on a call-off basis and entered into individual framework agreements with those suppliers and this included the Authority and the Supplier entering into the Framework Agreement (as defined below).
- (D) Pursuant to the Framework Agreement, the Customer has appointed the Supplier to provide the Goods, Services and/or Software in accordance with the Contract (as defined below).
- (E) These Call-off Terms and Conditions set out the terms and conditions for the provision of the Goods, Services and/or Software and the obligations of the Supplier in the provision of the Goods, Services and/or Software .

Now it is hereby agreed as follows:-

1 Definitions and Interpretation

In this Contract the following words and expressions shall have the following meanings:

Authority means London Universities Purchasing Consortium (company number 04784719) and whose registered office is at 5th Floor, Pinnacle House, 23-26 St Dunstan's Hil, London, EC3R 8HN;

ADR Notice has the meaning given in Clause 27.5;

Anti-Slavery Laws has the meaning given in Clause 29.1;

Brief means the Customer's requirements for the supply of the Goods, Services and/or Software annexed to the Order Form and any changes to the same notified by the Customer to the Supplier from time-to-time;

Call-Off KPIs means the key performance indicators set out in the Order Form;

Call-Off Terms and Conditions means the terms and conditions set out in this Contract, as referred to in the Framework Agreement;

CEDR Model Mediation Procedure means the model mediation procedure of The Centre for Effective Dispute Resolution;

Charges means the charges set out in the Order Form (and **Charge** or **Charge(s)** shall be construed accordingly);

Contract means the written agreement between the Customer and the Supplier consisting of the Order Form (and any appendices thereto), the Brief (annexed to the Order Form) and these Call-Off Terms and Conditions;

Contract End Date means the date detailed as such in the Order Form as such date may be extended pursuant to Clause 3.3 of this Contract;

Customer Data means **all information and data, including Personal Data, that is submitted to, created using or by and/or stored on the Software;**

Customer Liability Cap means the amount detailed as such in the Order Form;

Customer's IP means all Intellectual Property Rights in any Documentation provided by the Customer under the Contract;

Data Protection Legislation means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Delivery Date(s) means the date(s) detailed as such in the Order Form;

Defect means any part or parts of the Goods that are defective or not in accordance with the Contract;

Defects Rectification Period means the period set out as such in the Order Form;

Dispute means any dispute or difference of whatsoever nature in relation to the formation, operation or interpretation of, or otherwise in connection with, or arising out of, the Contract;

Dispute Notice means a written notice of any Dispute, setting out the Dispute's nature and full particulars of the Dispute and which states it is a "Disputes Notice";

Documentation means any data, information, records or documents in any media and form whatsoever (including paper or electronic form);

Effective Date means the date of these Call-Off Terms and Conditions;

EIR means the Environmental Information Regulations 2004;

FOIA means the Freedom of Information Act 2000;

Force Majeure Event means the occurrence of: (a) extreme abnormal weather conditions; (b) nuclear, chemical or biological contamination; (c) war, civil commotion or terrorist attack; (d) interruption or failure of a utility service including electric power, gas or water; or (e) acts of God, floods or

earthquakes; of (f) any other matter outside of the control of the party, but excluding in each case: (i) strikes or other forms of industrial action by the employees, agents or subcontractors of that party; or (ii) any other failure in Supplier's supply chain (other than that caused by (a) to (e)); or (iii) only to the extent the party could not mitigate the event by means of prudent contingency planning or any other prudent business means or precautions which ought reasonably to have been taken by that party. For the avoidance of doubt, the following events, circumstances or causes shall not constitute a Force Majeure Event: system failures, cyber-attacks (including denial-of-service attacks) and power outages affecting the Supplier's, or its subcontractors', systems or equipment;

Framework Agreement means the framework agreement for the supply of the Goods, Services and/or Software made between: (i) the Authority; and (ii) the Supplier, dated 15/10/2025.

Framework Agreement KPIs means the key performance indicators set out in Schedule 6 to the Framework Agreement;

FTS means the Find a Tender service, being the UK's e-notification service on which notices for new procurements are published;

Good Industry Practice means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of *goods, services and/or software* similar to the *Goods, Services and/or Software* under the same or similar circumstances as those applicable to this Contract;

Goods means the goods identified as such in the Order Form.

Intellectual Property Rights means all intellectual property rights anywhere in the world including domain names, patents, design rights, copyrights including rights in computer software and databases (including database rights), rights in source code, topography right, trademarks, trade names, logos, trade secrets and know-how, and any applications or the right to make applications for any of the above, existing now or at any time in the future and whether registered or registrable or not;

Installation Date means the date detailed as such in the Order Form;

KPIs means the Framework Agreement KPIs and the Call-Off KPIs;

Law means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, any applicable judgment of a relevant court of law which is a binding precedent in England and Wales, or directives or requirements of any Regulatory Body;

Losses means all liabilities, costs, expenses, damages and losses including but not limited to any direct loss, indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads, loss of reputation and all interest, penalties and legal costs;

Member Institution has the meaning given in the Framework Agreement;

Mini Tender has the meaning given in the Framework Agreement;

Order means the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Goods, Services and/or Software to be supplied;

Order Form means the document used by the Customer to place the Order for this Contract;

Participating Consortium has the meaning given to it in the Framework Agreement;

Personnel means those personnel of the Supplier as shall be appointed by the Supplier to supply the Goods, Services and/or Software in accordance with the Contract including the Supplier's employees and subcontractors;

Premises means the premises detailed as such in the Order Form;

Prohibited Act means the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) 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 this Contract; (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation creating offences concerning fraudulent acts relating to this Contract or any other contract with the Customer; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Customer; or (iv) of defrauding attempting to defraud or conspiring to defraud the Customer (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); and (d) activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK;

Project IP means all Intellectual Property Rights in any Documentation provided by the Supplier under the Contract and all other Intellectual Property Rights created or discovered by the Supplier as a result of, for or in connection with the performance of its obligations under the Contract, but excluding Supplier's Background IP;

PCR means the Public Contracts Regulations 2015;

Regulatory Body means any government department and regulatory, statutory and other entity, committee, ombudsman and/or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;

Returning Employees has the meaning given in Schedule 2

Schedule(s) means any one or more of the schedules attached to these Call-Off Terms and Conditions;

Services means the services identified as such in the Order Form and any associated support services identified in Schedule 6 (Provision of Catering Services) **OR** Schedule 7 (Provision of Professional Services);

Software means the software identified as such in the Order Form and any associated support services and documentation identified in Schedule 8 (Software Terms);

Software Specification means the specification set out in the Order Form;

Software Warranty Period means the period detailed as such in the Order Form or, if no such period is specified, 180 days after the Installation Date;

Supplier Liability Cap means the amount detailed as such in the Order Form;

Supplier's Background IP means all Intellectual Property Rights existing prior to the date of the Contract and used by the Supplier for or in connection with the performance of its obligations under the Contract;

Supply Rates means the rates set out in Schedule 1 of the Framework Agreement as may be amended pursuant to the procedures set out in that Schedule 1;

Term means the period from the date of the Contract up to and including the earliest of:

- (a) the Contract End Date; or
- (b) the date the Contract is terminated in accordance with Clause 19;

Third Party Agreements has the meaning given in Clause 6.12;

Value Added Tax means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994; and

Variation has the meaning given in Clause 7.

- 1.2 In these Call-Off Terms and Conditions unless the context otherwise requires:
 - 1.2.1 clause headings are inserted for convenience only and shall not affect the construction and interpretation of this Contract and all references to Clauses, sub-Clauses, or Schedules are to Clauses and sub-Clauses of, and Schedules to, these Call-Off Terms and Conditions; and
 - 1.2.2 words denoting the singular number include the plural and vice versa; and
 - 1.2.3 words denoting the masculine include the feminine and vice versa; and
 - 1.2.4 references to persons include reference to bodies corporate and unincorporate; and
 - 1.2.5 references to statutes or statutory instruments or any Law are to be construed as references to any consolidation, modification, extension, amendment, replacement or re-enactment of them from time to time and any subordinate legislation under it.

2 **Contract Documents**

- 2.1 The Contract consists of the following documents:

- 2.1.1 these Call-Off Terms and Conditions;
- 2.1.2 the Schedule(s) to these Call-Off Terms and Conditions;
- 2.1.3 the Order Form (and any appendices thereto); and
- 2.1.4 the Brief (annexed to the Order Form).
- 2.2 The Contract is made pursuant to the Framework Agreement.
- 2.3 In the event of any inconsistency or conflict between:
 - 2.3.1 the Framework Agreement and the Contract, the Framework Agreement shall prevail; or
 - 2.3.2 the Contract documents in Clause 2.1 above, the order of precedence shall be the order in which those documents appear.
- 2.4 Save in respect of the Framework Agreement, the Contract supersedes all other oral and/or written communications, representations, agreements or undertakings between the parties.

3 Appointment

- 3.1 The Customer appoints the Supplier as the supplier of the Goods, Services and/or Software set out in the Order Form.
- 3.2 The Contract shall take effect on and from the date of the Contract and shall expire automatically at the end of the Term.
- 3.3 The Customer may, by giving written notice to the Supplier not less than 3 (three) month(s) before the Contract End Date, extend the Contract End Date for any further period or periods specified in the Order Form provided that the total Term does not exceed 4 (four) years. The provisions of the Contract will apply throughout any such extended period.
- 3.4 Any omission on the part of the Customer to inspect, review or disapprove shall not diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.
- 3.5 The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein. Notwithstanding the aforementioned, where such discrepancies, errors or omissions arise out of or in connection with drawings, documentation and information based on / prepared by reference to drawings, documents and information provided to the Supplier by the Customer, the Supplier shall have no such responsibility or obligation to pay.

4 No Partnership or Agency

- 4.1 Nothing in this Contract is intended to, or shall be deemed to:
 - 4.1.1 establish any partnership or joint venture between any of the parties;
 - 4.1.2 constitute any party as the agent of another party; or
 - 4.1.3 authorise any party to make or enter into any commitments for or on behalf of any other party.

- 4.2 The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

5 **Non-Exclusivity**

The Supplier acknowledges that, in entering the Contract, no form of exclusivity has been granted by the Customer for the supply of any *goods, services and/or software* and that the Customer is at all times entitled to enter into other contracts and arrangements with any other suppliers for the supply of any *goods, services and/or software* which are the same or similar to that which the Supplier may supply.

6 **Supply of the Goods, Services and/or Software**

- 6.1 The Supplier warrants and undertakes to the Customer that:
- 6.1.1 it shall supply the relevant Goods, Services and/or Software diligently and in accordance with the Contract and in compliance with all applicable Laws and Good Industry Practice;
- 6.1.2 it has exercised and shall continue to exercise in the performance of all its duties under the Contract all the skill, care and diligence reasonably to be expected of a properly qualified and competent supplier experienced in the supply of goods, services and/or software of a similar nature to the Goods, Services and/or Software;
- 6.1.3 it shall supply the relevant Goods, Services and/or Software in such a manner and at such times so that no act, omission or default of the Supplier shall cause or contribute to any breach of Law;
- 6.1.4 it shall supply the relevant Goods, Services and/or Software in compliance with all reasonable instructions given in writing under or in connection with the Contract;
- 6.1.5 it shall at all times observe and provide the *Goods, Services and/or Software* in accordance with the KPIs;
- 6.2 it has the right to enter into the Contract and to provide the Software on the basis described herein and grant to the Customer a licence **OR** right to use the Software as contemplated by the Contract;
- 6.2.1 all relevant Goods, Services and/or Software supplied by the Supplier shall:
- (a) be fit for the purpose specified in the Brief;
 - (b) comply with the Software Specification for the duration of the Software Warranty Period and be free from errors, bugs and defects;
 - (c) be free from errors, bugs and defects and will comply with the Software Specification for the duration that the Supplier is obliged to provide the Software under the terms of the Contract;
 - (d) be new, undamaged and free defects in design, material and workmanship;
 - (e) be of satisfactory quality;
 - (f) be properly packaged to survive transit and storage without damage, clearly labelled and addressed; and

- (g) otherwise comply with all applicable Laws.
- 6.3 Upon delivery of the Goods and/or Software, the Supplier shall provide the Customer with a delivery note.
- 6.4 Notwithstanding the provisions of Clause 6.9, the Customer shall be entitled to reject the Goods and/or Software by notice to the Supplier within 30 (thirty) days of delivery to the Premises **OR** installation at the Premises if they do not comply with the terms of the Contract. Any rejected Goods and/or Software shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall be required to deliver replacement Goods and/or Software to the Customer within an appropriate and reasonable lead time (to be agreed between the Supplier and the Customer, each acting reasonably) following receipt of the Customer's rejection notice, at no extra cost to the Customer. A Customer's right to reject under this Clause 6.4 shall apply equally to any Goods and/or Software replaced hereunder.
- 6.5 No failure by a Customer to reject the relevant Goods and/or Software under Clause 6.4 shall constitute acceptance or acknowledgment by the Customer of the relevant Goods and/or Software or the condition in which they were delivered, or in any way diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.
- 6.6 The Supplier shall ensure that the Software has been set-up and configured to the Customer's specific requirements (as set out in Schedule 8 (Software Terms)) and is made available to the Customer in that form on a software-as-a-service basis for access and use in accordance with the Contract on and from the Access Date and for the Term. As part of such arrangements, the Supplier shall store the Customer Data and make the Customer Data available to the Customer through the Software.
- 6.7 The Supplier will deliver the Software in accordance with the Delivery Date(s) and will install and set-up the Software on the Installation Date. The Supplier shall carry out such installation and set-up in accordance with any specific requirements agreed between the parties and set out in Schedule 8 (Software Terms).
- 6.8 Notwithstanding Clause 6.9, during the Term and the applicable Defects Rectification Period, the Supplier shall make good any Defect(s) discovered in the Goods (by replacement or otherwise) at its own cost and expense within an appropriate and reasonable lead time (to be agreed between the Supplier and the Customer, each acting reasonably) of receiving notice from the Customer regarding the Defect, provided always that such Defect did not arise as a result of the Customer using the Goods other than in accordance with their proper usage. If the Supplier fails to comply with its obligations under this Clause 6.8, the Customer shall be entitled to engage another supplier to make good any Defect(s) discovered in the relevant Goods and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.
- 6.9 Title to the Goods and/or physical medium on which the Software is supplied (or part thereof) shall pass to the Customer upon the earlier of:
- 6.9.1 delivery of the Goods and/or Software (or part thereof) to the Premises in accordance with the Contract; or

- 6.9.2 payment for the Goods and/or Software (or part thereof) in accordance with the Contract.
- 6.10 If title to the Goods and/or the physical medium on which the Software is supplied (or part thereof) passes to the Customer prior to delivery, the Supplier shall arrange for the Goods and/or the physical medium on which the Software is supplied to be marked as the Customer's property and shall ensure that they are stored and handled separately from other goods.
- 6.11 Risk of loss or damage to the Goods and/or the physical medium on which the Software is supplied (or part thereof) shall pass to the Customer when the Goods and/or the physical medium on which the Software is supplied (or part thereof) are **OR** is delivered to the Premises in accordance with the Contract, save to the extent that any loss or damage after delivery is attributable to an act of the Supplier or its Personnel.
- 6.12 The Supplier shall, so far as practically possible, have regard to all obligations on the part of the Customer in any third party agreements or in any other documentation relating to the Contract to which the Customer is a party to and of which copies (subject to the deletion of any confidential information therein) have been provided by or on behalf of the Customer (**Third Party Agreements**). The Supplier warrants and undertakes to the Customer that the Supplier will supply the relevant Goods, Services and/or Software and will use reasonable endeavours to perform its obligations under the Contract in such a manner and at such times that no act, omission or default of the Supplier shall cause or contribute to any breach by the Customer of any of its obligations under the Third Party Agreements or other documentation mentioned in this Clause 6.12.
- 6.13 If the Supplier becomes aware of any matter that may impact on its ability to deliver the relevant Goods, Services and/or Software in accordance with the Contract, it must immediately notify the Customer and shall propose and, if accepted by the Customer, implement any measures which may be practical to overcome or reduce any adverse impact on the Customer. The Supplier shall bear the cost of implementing such measures save where the relevant matter is a direct result of any wilful act, negligence or breach by the Customer of its obligations under the Contract.
- 6.14 The Supplier shall comply with the provisions of Schedule 4 (KPIs).
- 6.15 The Supplier shall comply with the provisions of Schedule 5 (Supply of Goods) **OR** Schedule 6 (Provision of Catering Services) **OR** Schedule 7 (Provision of Professional Services) **OR** Schedule 8 (Software Terms).
- 7 Use of the Software** (not applicable)
- 7.1 In consideration of the Customer's obligation to pay the Charges and subject to Clause 7.2, the Supplier hereby grants to the Customer a perpetual, non-exclusive royalty-free licence right to use, and allow grant sub-licences to the Software for the duration of the Term (not applicable).
- 7.2 The licence right to use the Software that is granted to the Customer pursuant to Clause 7.1 is subject to the following usage restrictions (not applicable):
- 7.2.1 a maximum number of unique users accessing the Software (not applicable);
and

7.2.2 a maximum number of users at any one time accessing the Software (not applicable).

7.3 The Customer acknowledges and agrees that, save as otherwise expressly set out in the Contract, the Customer shall acquire no rights in or to the Software (not applicable).

8 Variations to the Contract

8.1 The parties acknowledge that the Customer may, at any time:

8.1.1 instruct the Supplier to add or omit any Goods, Services and/or Software to or from that which is being supplied under the Contract; or

8.1.2 instruct a change to the Brief annexed to the Order Form,

(a Variation)

provided always that such Variation shall not amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

8.2 If any Variation instructed by the Customer shall:

8.2.1 in respect of the Goods, Services and/or Software being supplied under the Contract, increase or decrease the relevant Charge(s); and/or

8.2.2 in respect only of the Goods and/or Software being supplied under the Contract, affect the Supplier's ability to supply the Goods and/or Software by the relevant Delivery Date(s),

8.2.3 in respect only of the Software being supplied under the Contract, affect the Supplier's ability to allow the Customer to access and use the Software on and from the relevant Access Date in accordance with Clause 6.6, the Supplier shall submit a quotation to the Customer within 10 (ten) days of the Variation instruction setting out the proposed increase or decrease to the relevant Charge(s) (calculated solely on the basis of the Supply Rates) and, where Clause 8.2.2 **OR** 8.2.3 applies, the proposed extension(s) to the relevant Delivery Date(s) **OR** Access Date.

8.3 Within [10 (ten) days of receipt of a Supplier's quotation pursuant to Clause 8.2, the Customer shall either accept the quotation, in which case the relevant Charge(s) and Delivery Date(s) **OR** Access Date if applicable shall be adjusted accordingly, or withdraw the Variation instruction.

8.4 Until the Supplier's quotation is accepted in accordance with Clause 8.3, the Supplier shall continue to perform its obligations under the Contract as if the Variation had not been instructed and the Supplier agrees that the preparation of a quotation to be provided under Clause 8.2 will not cause any delay to the supply of the relevant Goods, Service and/or Software.

8.5 The Supplier shall have no entitlement to any increase in the relevant Charge or any extension(s) to the relevant Delivery Date(s) **OR** Access Date where it complies with a Variation instruction prior to its quotation being accepted in accordance with Clause 8.3.

8.6 The Customer shall be entitled to refuse any Variation which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

8.7 The Supplier may request, in writing, a variation to the Charge(s) in the event there is a change in Law which was not reasonably foreseeable prior to the date of the Contract which impacts on the Charge under the Contract. If the Supplier so requests a variation, the parties shall meet within 10 (ten) days of the date of such written request and shall agree any changes to the Charge in writing.

8.8 The Supplier and Customer acknowledge that in the event that the Supply Rates are amended in accordance with the procedures set out in Schedule 1 of the Framework Agreement, such amendments shall not apply to the Charge under this Contract unless agreed otherwise in writing between the parties and the Authority (in accordance with paragraph 8 of Schedule 1 of the Framework Agreement).

9 **Payment of the Charge(s)**

Payment of the Charge(s)

9.1 The Customer shall pay the Supplier the Charge(s) as stated in the Order Form as full remuneration for the supply of the Goods, Services and/or Software in accordance with the Contract.

9.2 Each Charge is fully inclusive of all costs and expenses of every kind incurred by the Supplier in connection with the supply of the Goods, Services and/or Software.

9.3 For the avoidance of doubt, each Charge shall be exclusive of Value Added Tax. The Customer shall account for and pay the total amount of Value Added Tax properly due thereon.

9.4 The Charge(s) shall be paid to the Supplier in accordance with any stages set out in the Order Form and within 30 (thirty) days of receipt of properly rendered invoice(s) in accordance with Clause 9.5.

9.5 The Supplier shall submit invoices to the Customer in respect of any of the Charge(s) properly due to the Supplier under the Contract and all invoices submitted by the Supplier shall show amounts due, amounts invoiced to date and will provide any additional supporting documentation as the Customer may request (acting reasonably).

9.6 The Supplier acknowledges and agrees that the Authority, or any other Participating Consortia or any Member Institution has no liability to the Supplier for the payment of any Charges due to the Supplier pursuant to the Contract, unless the Authority or such Participating Consortia or Member Institution is the Customer under the Contract.

10 **Set Off**

10.1 The parties acknowledge that the Customer may at any time, without notice to the Supplier, set-off any liability owed by the Supplier to the Customer against any liability owed by the Customer to the Supplier, whether either liability is present, liquidated or unliquidated and whether or not liability arises under the Contract. Any such exercise of set-off by the Customer shall not limit or affect any of the Customer's rights or remedies available under this Contract.

10.2 For the avoidance of doubt, all amounts due from the Supplier to the Customer under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Supplier.

11 **Personnel** (not applicable)

11.1 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to perform their duties as required under the Contract.

11.2 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to meet the standards offered by the Supplier under the Contract.

11.3 The Supplier shall provide such details of its Personnel that may require access to the Premises to perform their duties as required under the Contract as are reasonably requested in writing by the Customer.

11.4 The Supplier shall ensure that when on the Premises, its Personnel at all times comply with all Laws and other requirements that may be in force from time to time in relation to the Premises.

11.5 The Customer may request in writing the removal of any Supplier's Personnel, where in the Customer's reasonable opinion such Personnel's performance or conduct is or has been unsatisfactory. The Supplier shall promptly remove and replace such Personnel at the Supplier's own cost and expense.

12 **Premises**

12.1 The Customer grants the Supplier a non-exclusive licence to access the Premises, as may be reasonably required for the sole purpose of performing its obligations under the Contract.

12.2 The Supplier shall co-operate with all other suppliers or personnel who may also have access to the Premises.

12.3 At the end of the Term, the Supplier shall:

12.3.1 remove from the Premises all the Supplier's equipment and unused materials;

12.3.2 clear away all rubbish arising out of or in connection with the supply of the relevant Goods, Services and/or Software; and

12.3.3 leave the Premises in a clean and tidy condition to the Customer's reasonable satisfaction.

12.4 If the Supplier fails to comply with Clause 12.3, the Customer may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises as required by Clauses 12.3.2 and 12.3.3 and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

12.5 Where the Supplier leaves any equipment or materials on the Premises during the Term, it does so at its own risk and the Customer shall have no liability to the Supplier in relation to such equipment or materials.

13 Assignment and Sub-contracting

- 13.1 Subject to Clause 13.2, the Supplier shall not assign, charge or transfer any right or obligation under this Contract or in any way deal or part with its interest in this Contract or any part of it to any person, without the Customer's prior written consent, which shall not be unreasonably withheld (provided always that the Customer shall be entitled to refuse to consent to any assignment, charge or transfer which could or does breach any regulation(s) of the PCR).
- 13.2 Save where permitted pursuant to Clause 13.3, the Supplier shall not sub-contract to any person the performance of any of its obligations under this Contract:
- 13.2.1 except with the Customer's prior written consent, such consent not to be unreasonably withheld;
- 13.2.2 if any such sub-contracting would be inconsistent with the Supplier's tender in the Original Tender Process and/or the Mini Tender; and
- 13.2.3 if any such sub-contracting could or would in the sole opinion of the Customer breach any regulation(s) of the PCR.
- 13.3 Notwithstanding Clause 13.2 above, the Customer hereby grants the Supplier consent to sub-contract its delivery obligations under this Contract.
- 13.4 If the Customer consents to the Supplier to sub-contract, then the Supplier shall co-ordinate and integrate such services provided by the sub-supplier with his own and no sub-contracting by the Supplier and no consent by the Customer shall in any way relieve the Supplier from any liability or obligation in respect of the performance of its obligations under this Contract.
- 13.5 The Customer may at any time assign by absolute legal assignment the benefit of all the Supplier's obligations and the entire benefit arising under or out of this Contract to
- 13.5.1 any Contracting Authority (as defined in the PCR);
- 13.5.2 any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by the Customer;
- 13.5.3 any private sector body which substantially performs the functions of the Customer,
provided that any such assignment shall not increase the Supplier's obligations under the Contract.
- 13.6 If the Supplier sub-contracts the Contract in accordance with this Clause 13, the sub-contract must be entered into on equivalent and no less onerous terms than the terms of this Contract.

14 Intellectual Property Rights

- 14.1 Any Customer's IP shall remain vested in the Customer and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use such IP for the purpose of performing its obligations under this Contract.

- 14.2 The Project IP shall immediately vest in the Customer upon its creation or discovery and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use the Project IP for the purpose of performing its obligations under this Contract.
- 14.3 The Supplier's Background IP shall remain vested in the Supplier and the Supplier shall grant the Customer an irrevocable, transferable non-exclusive, royalty free licence to use the Supplier's Background IP for any purpose related to this Contract and the Goods and/or Services supplied hereunder.
- 14.4 The licences granted under this Clause 14 include a right to sub-license.
- 14.5 All royalties or other sums payable in respect of the supply and use of any patented article, processes or inventions required for and in relation to the performance of the Supplier's obligations under this Contract shall be paid by the Supplier.
- 14.6 The Supplier shall not be liable for any use of the Supplier's Background IP or Project IP other than that for which they were prepared.
- 14.7 The Customer shall not be liable for any use of the Customer's IP other than that for which they were prepared.
- 15 **Confidentiality and publicity** (not applicable)
- 15.1 Subject to Clauses 16 and 25, each party will keep confidential all financial information, supplier lists, manuals, software (including its source code), trade secrets, business forecasts, specifications, correspondence, books, records, documents, agreements, photographs, quotations, invoices, files, plans, drawings, any other similar material or information relating in any way to this Contract, and/or the business of the other party. Neither party will disclose details of these to any person, other than to its professional advisers, insurers and personnel, without the consent of the other party, and then only insofar as such disclosure is necessary for the effective performance of the Supplier's obligations under this Contract. The provisions of this Clause will continue to apply notwithstanding any novation and/or termination of this Contract for any reason and notwithstanding the completion of the performance of either party's obligations under this Contract.
- 15.2 Neither party shall be liable for the disclosure of any confidential material which is referred to in Clause 15.1 which:
- 15.2.1 is or becomes available to the public, other than by means of a breach of this Contract; or
- 15.2.2 is required by Law to be disclosed.
- 15.3 Neither party shall, without the other party's prior written consent, use the other party's corporate name or any other unnamed trademark associated with the other party for any purpose, including but not limited to by illustration, advertising, publicising, marketing or selling services and/or products, except as may otherwise be required by Law. In that event, that party shall provide the other party with written notice of such request as soon as reasonably practicable, sufficient to allow the other party an opportunity to object prior to such disclosure.
- 15.4 Notwithstanding the provisions in this Clause 15 and Schedule 3 (Data Protection), the parties shall comply with the Data Protection Legislation.

15.5 To the extent there are any inconsistencies and/or conflicts between this Clause 15 and any separate confidentiality agreement entered into between the Authority and the Supplier (pursuant to the Original Tender Process) and/or between the Customer and the Supplier, the terms of any such confidentiality agreement(s) will prevail.

16 **Freedom of Information**

16.1 The Supplier acknowledges that the Customer may be subject to the FOIA and the EIR and the Supplier shall, at its cost, use all reasonable endeavours and take all necessary steps to assist the Customer in complying with the FOIA and/or the EIR.

16.2 If the Supplier receives a 'request' from any third party (as that term is defined in the FOIA and the EIR, as applicable), it shall immediately provide the Customer with a written copy of that request.

16.3 The Supplier shall use reasonable endeavours to ensure, to the extent it is able to do so, that the provisions of this Clause 16 are included in any subcontract it enters into in respect of this Contract.

17 **Insurance**

17.1 The Supplier warrants that it currently maintains and shall continue to maintain:

17.1.1 professional indemnity insurance;

17.1.2 product liability insurance;

17.1.3 public liability insurance; and

17.1.4 employer's liability insurance,

for the periods set out in Clause 13.1 of the Framework Agreement, all with a well-established and reputable insurance office or underwriter of repute carrying on business in the United Kingdom and the European Union with a limit and basis of indemnity as set out in Article 3 of the Memorandum of Agreement in the Framework Agreement for each and every claim provided always that such insurance is generally available in the United Kingdom and the European Union to the business of the Supplier at commercially reasonable rates and terms. The Supplier shall immediately inform the Customer if such insurance ceases to be generally available at commercially reasonable rates and terms and for the avoidance of doubt it is hereby agreed and declared that any increased or additional premium required by insurers by reason of the Supplier's own claims record or other acts, omissions, matter or things particular to the Supplier shall be deemed to be within commercially reasonable rates.

17.2 As and when the Supplier is reasonably requested in writing to do so by the Customer, the Supplier shall produce for inspection sufficient documentary evidence in the form of a standard insurance broker's certificate that the insurance required under Clause 17.1 is being maintained in accordance with the terms of this Contract. If the Supplier fails to supply the relevant evidence, the Customer shall be at liberty to effect such insurance cover as it deems necessary at the Supplier's cost.

- 17.3 The Supplier shall not, once a claim under Clause 17.1 of this Contract has been notified to it, voluntarily do anything which would reduce or tend to reduce the scope of indemnity under its insurance policies or the amount of indemnity monies which will be available thereunder were the claim against it to succeed in full.
- 17.4 The Supplier shall:
- 17.4.1 do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and
- 17.4.2 notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 17.5 The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 17.1.
- 17.6 If the Supplier fails or is unable to maintain insurance in accordance with Clause 17.1, or fails to provide for inspection the sufficient documentary evidence referred to in Clause 17.2, the Customer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

18 **Warranties and Undertakings**

- 18.1 Each party warrants and undertakes to the other party on the Effective Date that:
- 18.1.1 it has the power and is duly authorised to enter into, perform and comply with its obligations under this Contract;
- 18.1.2 this Contract is executed by one of its authorised representatives;
- 18.1.3 it has obtained and shall maintain for the duration of this Contract all requisite regulatory and supervisory consents, licences, authorisations and approvals necessary for it to carry out its obligations under this Contract; and
- 18.1.4 its entry into this Contract and its performance of and compliance with its obligations under it do not and will not violate any restriction imposed by:
- (a) any regulation to which it is subject;
 - (b) its memorandum or articles of association; or
 - (c) any agreement to which it is a party.
- 18.2 The Supplier warrants and undertakes to the Customer on the Effective Date that in entering into this Contract it has not committed any Prohibited Act.

19 **Suspension and/or Termination**

- 19.1 The Customer may, in addition to any other rights and remedies which it may have, by giving not less than:
- 19.1.1 7 (seven) days' written notice to the Supplier, suspend the Supplier's appointment under this Contract; or

- 19.1.2 90 (ninety) days' written notice to the Supplier, terminate the Supplier's appointment under this Contract.
- 19.2 If the Supplier's appointment is suspended pursuant to Clause 19.1 then the Customer may, by giving not less than 7 (seven) days' written notice, require the Supplier to resume performance at any time within a period of 6 (six) months from the date of suspension. The Supplier shall use all reasonable endeavours to resume performance of its obligations under this Contract as soon as possible after receipt of the Customer's written notice. If the Customer has not required the Supplier to resume performance within such period, then the Supplier's appointment under this Contract shall be deemed to have been terminated on the date falling 6 (six) months after the date of suspension.
- 19.3 The Customer or the Supplier may suspend and/or terminate the Supplier's appointment under this Contract upon serving written notice on the other in the event that:
- 19.3.1 the other is in breach of this Contract in any material respect and the other has failed within 30 (thirty) days of the service of the other's written notice to remedy such breach or breaches; and/or
- 19.3.2 distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 (fourteen) days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors; any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other ceases to carry on business; and/or
- 19.3.3 if any of the termination provisions of regulation 73(1) of PCR apply.
- 19.4 The Customer may terminate this Contract in accordance with:
- 19.4.1 Schedule 1 (Anti-bribery and Corruption); or
- 19.4.2 Schedule 4 (KPIs).
- 19.5 Suspension or termination of the Supplier's appointment under this Contract, howsoever arising, shall be without prejudice to the rights and remedies of either of the parties in relation to any negligence, omission or default of the other prior to such termination.
- 19.6 If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 19.1, or terminated by the Supplier pursuant to Clause 19.3 then:
- 19.6.1 after suspension or termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide to the Customer copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;
- 19.6.2 the Supplier shall be entitled to send an invoice to the Customer for all outstanding Charges earned by the Supplier for the Services properly performed (whether wholly or in part) and Value Added Tax due thereon;

- 19.6.3 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract; and
- 19.6.4 pursuant to the terms of this Contract, the Customer shall pay to the Supplier any instalments of any Charge and any other amounts which have accrued due prior to the date of suspension or termination, together with a proportion of the next following instalment of any Charge commensurate with the Services properly performed up to the date of suspension or termination carried out prior to the date of suspension or termination.
- 19.7 If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 19.3 or 19.4:
 - 19.7.1 after termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide the Customer with copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession; and
 - 19.7.2 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract.

20 **Force Majeure**

- 20.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (except in relation to payment) if such delay or failure result from a Force Majeure Event.
- 20.2 In such circumstances the relevant party shall use all reasonable endeavours to mitigate any such delays and the time for performance shall be extended by a period equivalent to the period during which the performance of the obligation has been delayed or failed to be performed by the Force Majeure Event or the affected party shall be entitled to a reasonable extension of time for performing such obligations.

21 **Communications**

- 21.1 Except as otherwise provided for in this Contract, all notices or other communications under or in respect of this Contract to either party must be in writing and shall be deemed to be duly given or made when delivered, in the case of personal delivery or sent by prepaid recorded delivery or registered post, or when posted, deemed to have been received 48 (forty-eight) hours after the same shall have been posted, or when despatched, in the case of e-mail, to the party addressed to him at the address stated in Clause 21.3 or such other address as such party may by notice in writing nominate for the purpose of service.
- 21.2 A written notice includes a notice by e-mail. A notice or other communication received on a non-working day or after normal business hours in the place of receipt, shall be deemed to be given or made on the next following working day in that place.
- 21.3 Any written notice provided under Clause 21.1 shall be sent:
 - 21.3.1 in the case of the Customer, as set out in the relevant Order Form; and
 - 21.3.2 in the case of the Supplier, as set out in the relevant Order Form.

21.4 Either party may change its respective notice correspondence information referred to in Clause 21.3 by prior written notice to the other party.

22 Indemnities

22.1 The Supplier shall indemnify and keep indemnified in full the Customer from and against all Losses suffered or incurred by the Customer arising out of or in connection with:

22.1.1 the Supplier infringing or being held to infringe any Intellectual Property Rights in the performance of the Supplier's obligations under this Contract;

22.1.2 the Customer infringing or being held to infringe any Intellectual Property Rights through the use of the Supplier's Background IP, the Project IP or the relevant Goods, Services and/or Software;

22.1.3 any wilful act, breach or negligent performance or non-performance of its obligations under this Contract by the Supplier;

22.1.4 subject to the provisions of Clause 23.2.1, the death or personal injury of any person or physical damage to any property attributable to the Supplier's performance or non-performance of its obligations under this Contract;

22.1.5 any breach by the Supplier of its obligations pursuant to Schedule 3 (Data Protection) of this Contract; and/or

22.1.6 any breach by the Supplier which is detailed in the indemnity set out in (*Schedule reference*);

22.2 The indemnities in Clause 22.1 shall not apply to the extent that the relevant Losses are attributable to the Customer's breach, wilful act or negligent performance or non-performance of this Contract.

23 Limit of liability

23.1 Except where expressly stated elsewhere in this Contract:

23.1.1 the Supplier's total liability to the Customer for all Losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Supplier Liability Cap in the aggregate, save in respect of any indemnities granted by it under Clause 22.1 or any Schedule;

23.1.2 the Customer's total liability to the Supplier for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Customer Liability Cap in the aggregate; and

23.1.3 the Customer shall not be liable to the Supplier for any indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads or loss of reputation, howsoever arising under, for breach of, or in connection with this Contract.

23.2 Nothing in this Contract shall limit or exclude:

23.2.1 either party's liability to the other for death or personal injury resulting from that party's negligence; or

23.2.2 any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other.

23.3 The parties hereby agree that the Supplier shall remain liable under this Contract for 12 (twelve) years after the date of the end of the Term.

24 **Anti-bribery and Corruption**

The parties shall comply with Schedule 1 in relation to anti-bribery and corruption.

25 **Data Protection**

The parties shall comply with Schedule 3 in relation to data protection.

26 **Conflicts of interest**

26.1 The Supplier may not, without the Customer's prior written consent, be directly or indirectly engaged, concerned or have any financial interest in any capacity with the Customer.

26.2 The Supplier shall promptly notify the Customer in writing of any actual or potential conflict of interest which arises during the Term and the Customer shall be entitled to require the Supplier to take such reasonable steps to remedy any conflict of interest as are reasonably required by the Customer.

27 **Dispute Resolution**

27.1 If a Dispute arises in respect of this Contract then the procedure set out in this Clause 27 shall apply.

27.2 In the event of a Dispute, either party shall serve on the other party a Dispute Notice, together with any relevant supporting documentation.

27.3 Following the service of any Dispute Notice pursuant to Clause 27.2, Contract Manager of the Customer and Sales Director Manager of the Supplier shall use reasonable endeavours to resolve the Dispute, in good faith.

27.4 If Contract Manager of the Customer and Sales Director of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of service of the relevant Dispute Notice, the Dispute shall be referred to Head of Contract Management of the Customer and Managing Director of the Supplier who shall use reasonable endeavours to resolve the Dispute, in good faith.

27.5 If Head of Contract Management of the Customer and Managing Director of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of the Dispute being referred to them pursuant to Clause 27.4, the parties will seek to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The Mediator shall be nominated by CEDR Solve, unless otherwise agreed (in writing) between the parties. To initiate the mediation, a party must provide a written notice (**ADR Notice**) to the other party to the Dispute, requesting mediation. A copy of any such ADR Notice must be sent to CEDR Solve. The mediation will not start later than 15 (fifteen) after the date of the ADR Notice and the party providing the ADR Notice shall be responsible for all costs associated with the provision of such ADR Notice (subject to any agreement made between the parties in relation to costs associated with such mediation).

27.6 In the event that:

27.6.1 the Dispute is not resolved within 30 (thirty) days after the service of an ADR Notice; or

27.6.2 either party fails to participate or fails to continue to participate in the mediation before the expiry of such 30 (thirty) days; or

27.6.3 the mediation terminates before the expiry of such 30 (thirty) days,
the Dispute shall be referred to the Courts of England and Wales in accordance with Clause 37 of this Contract.

27.7 No party may commence any court proceedings under Clause 37 of this Contract in relation to the whole or any part of a Dispute until 60 (sixty) days after the service of the ADR notice (provided that the right to issue proceedings is not prejudiced by a delay).

28 **Records and Audit Access**

28.1 The Supplier shall keep and maintain until 6 (six) years after the date of the end of the Term, full and accurate records and accounts of the operation of this Contract including but not limited to the Goods, Services and/or Software provided under it in accordance with good accountancy practice.

28.2 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of 6 (six) years after the date of the end of the Term to the Customer and/or the auditor and/or any statutory body entitled by Law on written request and shall provide the Customer and/or the auditor and/or any statutory body entitled by Law access to such records and accounts as may be required from time to time.

28.3 Subject the provisions of Clause 15, the Supplier shall on written request provide the auditor with all reasonable co-operation and assistance in relation to each audit, including:

28.3.1 all information requested by the auditor within the scope of the audit;

28.3.2 reasonable access to sites controlled by the Supplier and to equipment and materials used in the provision of the Goods, Services and/or Software; and

28.3.3 access to the Supplier's Personnel.

28.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 28 unless the audit reveals a material breach by the Supplier of good accountancy practice and/or this Contract, in which case the Supplier shall reimburse the Customer for the reasonable costs it incurs in relation to the audit.

29 **Compliance with Anti-Slavery and Human Trafficking Laws and Policies** (not applicable)

29.1 In performing its obligations under this Contract the Supplier shall comply with all applicable labour, anti-slavery and human trafficking legislation and regulations in force from time to time in the United Kingdom, including but not limited to the Modern Slavery Act 2015 (**Anti-Slavery Laws**).

29.2 The Supplier represents and warrants that, as at the date of this Contract, neither the Supplier nor any of its officers, employees or agents have been convicted of any offence involving slavery and/or human trafficking, nor have they been or are the subject of an investigation, inquiry or enforcement

proceedings by any governmental, administrative or Regulatory Body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking whether pursuant to the Anti-Slavery Laws or any other relevant legislation in force from time to time.

29.3 The Supplier shall, throughout the Term, use all reasonable endeavours to include, in all of its contracts with any of its subcontractors of any tier in the supply chain involved in the production or provision of the Goods, Services and/or Software:

29.3.1 a provision obliging the relevant subcontractor to provide the Goods, Services and/or Software specified in the relevant subcontract in accordance with Anti-Slavery Laws; and

29.3.2 provisions (to take effect upon a breach by the subcontractor of its obligation to provide the Goods, Services and/or Software under the relevant subcontract in accordance with Anti-Slavery Laws) which provide that:

(a) if a subcontractor's failure to comply with Anti-Slavery Laws has occurred more than once in any 6 (six) month period, the Supplier must serve a written notice on the subcontractor;

(i) specifying that the notice is a formal warning notice;

(ii) giving reasonable details of the subcontractor's breach; and

(iii) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of the Subcontract;

(b) if, following service of a warning notice under Clause 29.3.2(a), the breach specified has continued beyond 14 (fourteen) days or has recurred more than once within a 6 (six) month period after the date of the notice then the Supplier must serve another written notice on the subcontractor:

(i) specifying that it is a final warning notice;

(ii) stating that the breach specified has been the subject of a warning notice served within the 12 (twelve) month period prior to the date of service of the final warning notice; and

(iii) stating that, if the breach continues or recurs more than once / again within the 6 (six) month period after the date of the final warning notice, the subcontract may be terminated; and

(c) where a breach continues or recurs pursuant to Clause 29.3.2(b), the Supplier may terminate the subcontract by 7 (seven) days' notice in writing to the subcontractor,

or a clause which grants similar rights to the supplier.

30 **Sustainability**

30.1 In supplying the Goods, Services and/or Software, the Supplier shall, taking into account best available techniques not entailing excessive cost, have appropriate regard, insofar as the Supplier's activities may impact on the environment, of the need to:

- 30.1.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 30.1.2 enhance the environment and have regard to the global target of achieving, as far as is practically possible, net-zero carbon emissions by the year 2050; and
- 30.1.3 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

31 **Handover**

In the event that there are any Returning Employees then the provisions of Schedule 2 shall apply. (not applicable)

32 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

33 **Severability**

If any part of this Contract becomes, or is determined by any court or tribunal to be, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

34 **Counterparts**

This Contract may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties shall constitute a full original of this Contract for all purposes.

35 **Waiver**

- 35.1 A party's failure or delay to exercise a power or right under this Contract does not operate as a waiver of that power or right.
- 35.2 A waiver of a power or right will only be effective:
 - 35.2.1 if it is in writing and signed by the party who has the benefit of the power or right being waived; and
 - 35.2.2 in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 35.3 Communications between the parties made before the date of the Contract which are not expressly contained within the Contract shall not be deemed to be incorporated into the Contract.
- 35.4 Notwithstanding any other provision of the Contract, the terms approval or comment or consent when used in the context of any approval, comment or consent to be given by the Customer shall have the meaning acceptance of general principles only and no such approval, comment or consent shall diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

36 **Amendments to this Contract**

- 36.1 An amendment or variation to this Contract shall not be effective or binding unless it is in writing and signed by the Supplier and the Customer.
- 36.2 No amendment or variation to this Contract shall be permitted which could or does amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).
- 36.3 For the avoidance of doubt, the Customer shall be entitled to refuse any proposed amendment or variation to this Contract which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

37 Governing Law and Jurisdiction

- 37.1 The terms and conditions of this Contract and any Dispute shall be governed by the laws of England and Wales.
- 37.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

Annex A to Part 2 – Call-Off Terms and Conditions: Delivery of Goods

The Supplier shall deliver the Goods no later than 12 weeks from receipt of a purchase order from the Customer.

The Goods are to be delivered to the following:

For the Attention of:

[Redacted]

[Redacted]

Annex B to Part 2 – Call-Off Terms and Conditions: Associated Services

Schedule 1 of Call Off Contract: Anti-bribery and Corruption

1. The Supplier:
 - (a) shall not, and shall procure that the Supplier's Personnel shall not, in connection with this Framework Agreement and/or any Call-Off Contract, commit a Prohibited Act;
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, any other Participating Consortia and/or any Member Institution, or that any agreement has been reached to that effect, in connection with the execution of this Framework Agreement and/or any Call-Off Contract; and
 - (c) warrants that in entering into this Framework Agreement it has not committed any Prohibited Act (as declared by the Supplier pursuant to the Original Tender Process in accordance with regulation 57 of PCR).
2. The Supplier shall:
 - (a) if requested in writing, provide the Authority or other Participating Consortia with any reasonable assistance, at the Authority's or other Participating Consortium's reasonable cost, to enable the Authority or other Participating Consortium (as relevant) to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
 - (b) within 20 (twenty) days of the date of this Framework Agreement, and annually thereafter, certify in writing to the Authority (such certification to be signed by an officer of the Supplier) compliance with this Schedule 3 by the Supplier and all persons associated with it or any other persons who are supplying the Goods, Services and/or Software in connection with this Framework Agreement and/or any Call-Off Contract. The Supplier shall provide any such supporting evidence of compliance with this Schedule 3 as the Authority may reasonably request.
3. The Supplier shall put in place and maintain an anti-bribery policy (a copy of which shall be provided to the Authority within 20 (twenty) days of the date of this Framework Agreement) which shall as a minimum prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.
4. If at any time any breach of paragraph 1 above is suspected or known, the Supplier must notify the Authority, any relevant other Participating Consortia and any relevant Member Institution immediately, with the details of any such breach to follow in writing as soon as reasonably practicable.
5. If the Supplier notifies the Authority, relevant Participating Consortia and relevant Member Institution that it suspects or knows that there may be a breach of this Schedule 3, the Supplier will respond promptly to all of the Authority's, Participating Consortium's and/or Member Institution's (as appropriate) enquiries in relation to any such suspected or actual breach and will co-operate at all times with any investigation, and permit the Authority, such other relevant Participating Consortium and relevant Member Institution access to and audit of any books, records and any other relevant documents. The

obligation under this paragraph shall continue for a period of 7 (seven) years after the Contract End Date for the last Call-Off Contract awarded under this Framework Agreement or the expiry of the Term, whichever is the later.

6. The Authority may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Personnel (in all cases whether or not acting with the Supplier's knowledge) breaches paragraph 1 of this Schedule 3. Any such termination shall be without prejudice to any right or remedy which has already accrued or which subsequently accrues to the Authority, any relevant Participating Consortium or any relevant Member Institution.
7. Any notice provided by the Authority pursuant to paragraph 6 must specify:
 - (a) the nature of the Prohibited Act;
 - (b) the identity of the party who the Authority believes has committed the Prohibited Act; and
 - (c) the date on which this Framework Agreement will terminate in accordance with the applicable provisions of this Schedule 3.
8. Notwithstanding Clause 23 (Dispute Resolution) of this Framework Agreement, the Authority shall determine any Dispute relating to the interpretation of this Schedule 3 and/or the amount or value of any gift, consideration or commission and any such determination by the Authority shall be final and binding upon the parties.

Schedule 2 of Call off Contract: Re-tendering, handover and TUPE

NOT USED

Schedule 3 of Call Off Contract: Data protection

1. In this Schedule, the following words and expressions shall have the following meanings:

Controller means the person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

Data Subject means the identified or identifiable natural living person to whom the Personal Data relates;

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process**, **Processes** and **Processed** shall be construed accordingly; and

Processor means the person which Processes Personal Data on behalf of the Controller.

2. The parties acknowledge and agree that where the Supplier or the Authority (or any other Participating Consortium or Member Institution) Processes Personal Data under or in connection with this Framework Agreement it alone determines the purposes and means of Processing as a Controller.
3. The Supplier agrees that if, pursuant to a Call-Off Contract, the Supplier is a Processor of a Customer's Personal Data, a compliant data protection clause shall be included in the Call-Off Terms and Conditions.
4. The Authority and/or any other Participating Consortium may provide the Supplier with the contact details of representatives of its Member Institutions and the Supplier may use that information for marketing purposes with respect to the provision of the Goods, Services and/or Software only, subject to the provisions of Clause 11 of this Framework Agreement. Where the Supplier carries out such marketing activities, the Supplier agrees to comply with its obligations under Data Protection Legislation at all times.
5. In respect of the Personal Data the Supplier Processes under or in connection with this Framework Agreement, it shall:
 - (a) comply at all times with its obligations under Data Protection Legislation;
 - (b) notify the Authority and any other relevant Participating Consortium without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
 - (c) assist and co-operate fully with the Authority and any other relevant Participating Consortium to enable it to comply with its obligations under Data Protection Legislation, including in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.

6. The Supplier's obligations under this Schedule continue throughout the Term of this Framework Agreement and for a period of six (6) years after the Contract End Date for the last Call-Off Contract awarded under this Framework Agreement or the expiry of the Term (whichever is the later) or such other period as the Authority or any other Participating Consortium may require or as may be required pursuant to any applicable law or regulation.

Schedule 4 of Call Off Contract: Key Performance Indicators (KPIs)

See Annex B TO PART 1: KEY PERFORMANCE INDICATORS

Schedule 5 of Call Off Contract: Supply of Goods

See Annex A: Specification of Requirements