

ATTACHMENT 3 – SPECIAL CONDITIONS OF THE CALL OFF

The Clauses of the Framework Agreement are amended as follows:

1. Add new Clause 23.3 as follows:

“The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.”

2. Add new Clause 41 – Limitation of Liability

“The Service Provider’s total liability to the Authority for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **Two Million Pounds Sterling (£2,000,000)** and applies in contract, tort or delict and otherwise to the extent allowed under the *law of the contract*.

The excluded matters are amounts payable by the Service Provider as stated in this contract for

- an infringement by the Service Provider of the rights of Others,
- loss of or damage to third party property,
- death of or bodily injury to a person other than an employee of the Service Provider,
- Losses caused by fraudulent acts or acts of a criminal nature,
- any other Losses against which the Service Provider is entitled to an indemnity under any policy of insurance up to (but not exceeding) the amount which the Service Provider is obliged to maintain under this contract; and
- all Losses arising out of any use by the Authority of the Background IPR, including, without limitation, any claim that the exploitation of the licence granted by the Service Provider under clause 23, as amended, infringes the intellectual property rights or other rights of any third party.”

3. Add new Clause 42 – ‘Transfer of Rights’ as follows:

“The Authority owns the Service Provider’s rights over material prepared for this contract by the Service Provider except as stated otherwise in the Specifications. The Service Provider obtains other rights for the Authority as stated in the Specifications and obtains from a sub-consultant equivalent right for the Authority over the material prepared by the sub-consultant. The Service Provider provides to the Authority the documents which transfer these rights to the Authority.”

4. Additional insurance (if any) to be held by Service Provider:

Schedule 2 – Special Conditions of Agreement,

Clause 21.1.2 shall be deleted in its entirety and replaced as follows:

“21.1.2 Public liability insurance shall be £5 million per occurrence with financial loss extension;”

Clause 21.1.3 shall be deleted in its entirety and replaced as follows:

- a) “Professional indemnity insurance shall be £5 million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 12 years after expiry or termination of the Call-Off Contract/Agreement.”

SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 32 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 8 - AUTHORITY POLICIES AND STANDARDS

As set out in clause 14.1, copies of policies will be provided upon request.

1

