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DATED 04/03/2016

THE SECRETARY OF STATE FOR JUSTICE

and

Hammicks Legal Information Services Ltd.

FRAMEWORK AGREEMENT

relating to

the Provision of Legal Publications – Print and eBook

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THIS AGREEMENT is made on 4th March 2016

BETWEEN:

- (1) THE SECRETARY OF STATE FOR JUSTICE acting as part of the Crown ("Authority");
- (2) Hammicks Legal Information Services Ltd a company registered in [England and Wales] under company number SC006905 and whose registered office is at Hammicks Legal Information Services, Ash House, Headlands Business Park, Ringwood, Hampshire, BH24 3PB ("Supplier").

BACKGROUND:

- A The Authority placed a contract notice 2015/S 149-275011 on 05/08/2015 in the Official Journal of the European Union setting out its intention to establish a multi-supplier framework for the provision of Legal Publications – Print and eBook, and invited expressions of interest from the private sector.
- B On 05/08/2015 the Authority issued the invitation to tender for the provision of the Goods.
- C The Supplier represented to the Authority that it is capable of delivering the Goods in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Goods in an efficient and cost effective manner.
- D On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement along with a number of other suppliers appointed to the Framework to provide in the case of the Supplier the Goods to Contracting Bodies from time to time on a call-off basis in accordance with this Framework Agreement and in the case of other suppliers to provide the same or similar services under similar framework agreements.
- E This Framework Agreement sets out the award and ordering procedure for purchasing the Goods which may be required by Contracting Bodies, the main terms and conditions for any Call-Off Agreement which Contracting Bodies may conclude and the obligations of the Supplier during and after the Term of this Framework Agreement.
- F The Parties agree that there shall be no obligation for any Contracting Body to place any Orders under this Framework Agreement during the Term.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Framework Agreement, including its recitals, the following expressions shall have the following meanings:

"Approval" means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;

"Authority Representative" means the representative appointed by the Authority from time to time in relation to this Framework Agreement;

"Authority Confidential Information" means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Authority, including all IPRs, together with all information derived from any of the above, and any other information of the Authority

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clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");

"Authority Personal Data" means the personal data supplied by the Authority to the Supplier and for the purposes of or in connection with this Framework Agreement and "personal data" shall have the same meaning as set out in the Data Protection Act 1998;

"BACS" means the Banks Automated Clearing System;

"Call-Off Agreement" means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods or any part thereof made between a Contracting Body and the Supplier comprising an Order and the Call-Off Terms;

"Call-Off Terms" means the terms and conditions in Part 2 of Framework Schedule 5 (Order and Call-Off Terms);

"CEDR" means the Centre for Effective Dispute Resolution;

"Change in Law" means any change in Law:

- (a) which impacts on the provision of the Goods or any part thereof and/or this Framework Agreement and/or the Call-Off Terms and which comes into force after the Commencement Date; or
- (b) in the case of a Call-Off Agreement, which impacts on the supply of the Goods and/or the Call-Off Terms which comes into force after the commencement date of the relevant Call-Off Agreement;

"Change of Control" shall have the meaning set out in Clause 7.2.2 (Warranties, Representations and Undertakings);

"Charges" means the fees, disbursements, charges and expenses payable by a Contracting Body under or in connection with a Call-Off Agreement from time to time, which shall be calculated in a manner which is consistent with the Charging Structure as set out in Framework Schedule 2 (Charging Structure);

"Charging Structure" means the structure to be used in the establishment of the charging model applicable to each Call-Off Agreement, which structure is set out in Framework Schedule 2 (Charging Structure);

"Commencement Date" means the date on which this Framework Agreement is signed by both Parties;

"Comparable Supply" means the supply of Goods to another supplier which are the same or similar to the Goods;

"Complaint" means any formal written complaint raised by any Contracting Body in relation to the performance of this Framework Agreement or any Call-Off Agreement in accordance with Clause 38 (Complaints Handling and Resolution);

"Confidential Information" means the Authority Confidential Information, any Contracting Body's confidential information and/or the Supplier Confidential Information but does not include any information which relates to:

- (a) the Supplier's performance under this Framework Agreement or any Call-Off Agreement; or
- (b) the Supplier's failure to pay any Sub-Contractor as required pursuant to Clause 27.7 (Transfer and Sub-Contracting);

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"**Contract Year**" means each consecutive twelve (12) Month period during the Term commencing on the Commencement Date;

"**Contracting Bodies**" means the Authority and the bodies listed in Annex A of the OJEU Notice and "**Contracting Body**" shall be construed accordingly;

"**Contracting Body Satisfaction Survey**" shall have the meaning set out in Clause 15.1 (Contracting Body Satisfaction Monitoring);

"**Control**" means control as defined in sections 1124 and 450 of the Corporation Tax Act 2010;

"**Crown**" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"**Data Controller**" shall have the same meaning as set out in the Data Protection Act 1998;

"**Data Processor**" shall have the same meaning as set out in the Data Protection Act 1998;

"**Data Protection Legislation**" or "**DPA**" means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"**Direct Award Criteria**" means the award criteria to be applied for the award of the Call-Off Agreements without further competition set out in Part 1 of Framework Schedule 4 (Award Criteria).

"**DOTAS**" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"**Environmental Information Regulations**" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

"**Equivalent Goods**" shall have the meaning set out in Clause 6.3;

"**EU Model Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, published in the European Commission Decision of 5 February 2010;

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

"**Framework**" means the framework arrangements established by the Authority for the provision of the Goods to Contracting Bodies by the Supplier and the other suppliers appointed pursuant to the tender exercise in respect of the OJEU Notice;

"Framework Agreement" means the Clauses of this Framework Agreement together with the Framework Schedules and annexes to them (but excluding Framework Schedule 5 (Order and Call-Off Terms));

"Framework Price(s)" means the price(s) applicable to the provision of the Goods set out in Framework Schedule 2 (Charging Structure);

"Framework Suppliers" means the suppliers appointed to the Framework;

"Fraud" means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;

"Further Competition Award Criteria" means the award criteria to be applied for the award of the Call-Off Agreements with further competition set out in Part 2 of Framework Schedule 4 (Award Criteria);

"General Anti-Abuse Rule" means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

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

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the requirements of any Regulatory Body which is responsible for regulating the Supplier and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in providing the Goods or goods similar to the Goods;

"Goods" means (i) the goods described in Framework Schedule 1 (Goods) which the Supplier shall make available to Contracting Bodies and/or (ii) which are provided by the Supplier to a Contracting Body under a Call-Off Agreement

"Grave Misconduct" means grave professional misconduct within Regulation 57(8)(c) of the Regulations and includes misconduct which would be regarded as serious by any Regulatory Body;

"Guidance" means any guidance issued or updated by the UK Government from time to time in relation to the Regulations;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others;

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Intellectual Property Rights" or "IPR" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations;

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;

"Interest" means the Barclays Plc base rate plus 2% (two per cent) (compounded daily);

"Invitation to Tender" or **"ITT"** means the request for information (being the invitation to tender) issued by the Authority on **05/08/2015**;

"Know-How" means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods or any part thereof;

"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, rule of common law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation;

"Material Default" means a material breach by the Supplier of this Framework Agreement and/or any breach by the Supplier of any of the following Clauses: Clause 4.3 (Supplier's Appointment), Clause 4.4 (Supplier's Appointment), Clause 7 (Warranties and Undertakings), Clause 8 (Prevention of Bribery and Corruption and Tax Non-Compliance), Clause 12 (Non-Discrimination), Clause 19 (Data Protection), Clause 20 (Freedom of Information) and Clause 27 (Transfer and Sub-Contracting);

"Mediator" has the meaning set out in Clause 40.5.1 (Dispute Resolution);

"Ministry of Justice Codes" means the Ministry of Justice Codes of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA issued under sections 45 and 46 of the FOIA and available at <http://www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice>;

"Ministry of Justice Guidance" means Ministry of Justice Guidance in relation to section 9 of the Bribery Act 2010 available at <http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf>;

"Month" means an entire calendar month and **"Monthly"** shall be interpreted accordingly;

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any

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jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;

"OJEU Notice" means the contract notice 2015/S 149-275011 dated 05/08/2015, published in the Official Journal of the European Union;

"Order" means an order for the provision of the Goods or any part thereof placed by a Contracting Body with the Supplier in accordance with the Ordering Procedures and substantially in the form set out in Framework Schedule 5 (Order and Call-Off Terms);

"Ordered Goods" means Goods or any part thereof which are the subject of an Order by a Contracting Body;

"Ordering Procedures" means the ordering and award procedures specified in Clause 6 (Ordering Procedures) and Framework Schedule 3 (Ordering Procedure);

"Party" means the Authority or the Supplier and "Parties" shall be interpreted accordingly;

"Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;

"Processing" has the meaning given to it under the Data Protection Act 1998 but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;

"Prohibited Act" means:

- (a) directly or indirectly offering, promising or giving any person working for or engaged by any Contracting Body a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; or
- (b) committing any offence:
 - (i) under the Bribery Act 2010; or
 - (ii) under legislation creating offences concerning fraudulent acts; or
 - (iii) at common law concerning fraudulent acts in relation to this Framework Agreement or any other contract with the Authority and/or any Contracting Body; or
- (c) defrauding, attempting to defraud or conspiring to defraud the Authority and/or any Contracting Body;

"Public Body" means the "contracting authorities" as defined in the Regulations and "Public Bodies" shall be construed accordingly;

"Quarter" means a period of three (3) Months period beginning on 1st January, 1st April, 1st July or 1st October in any year and "Quarterly" shall be construed accordingly;

"Regulations" means the Public Contracts Regulations 2015;

"Regulatory Bodies" means government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies (including the Financial Conduct Authority) which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence (i) the matters dealt with in this Framework Agreement; (ii) the matters dealt with in any Call-Off Agreement; (iii) any Contracting Body; (iv) the Supplier and/or (v) any Goods provided by the Supplier, and "Regulatory Body" shall be construed accordingly;

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"Relevant Person" means any employee, agent, servant, or representative of the Authority, any Contracting Body or any other Public Body;

"Relevant Tax Authority" means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;

"Request for Information" means a request for information relating to this Framework Agreement, any Call-Off Agreement or the provision of the Goods or any part thereof or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"Response" means the Supplier's response to the Invitation to Tender and which is set out in Framework Schedule 8 (Supplier's Tender Response) together with the Supplier responses to any clarification questions raised by the Authority;

"Goods Requirements" means the requirements of the Authority or any Contracting Body (as appropriate) for the Goods from time to time;

"Specific Change in Law" means a Change in Law that relates specifically to the business of the Authority and/or Contracting Bodies which would not affect a Comparable Supply;

"Statement of Work" has the meaning given to it in paragraph 3.1.3(a)(i) of Framework Schedule 3 (Ordering Procedure);

"Sub-Contract" means the Supplier's contract with a Sub-Contractor whereby that Sub-Contractor agrees to provide to the Supplier the Goods or any part thereof or facilities or other goods or services necessary for the provision of the Goods or any part thereof or necessary for the management, direction or control of the provision of the Goods;

"Sub-Contractor" means any person appointed by the Supplier to carry out any and or all of the Supplier's obligations under a Call-Off Agreement;

"Supplier Confidential Information" means any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including all IPRs, together with all information derived from any of the above, and any other information of the Supplier clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");

"Supplier Representative" means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;

"Supplier Staff" means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents and suppliers) used in the performance of the Supplier's obligations under this Framework Agreement or any Call-Off Agreement;

"Tender" means the Invitation to Tender and the Response;

"Term" means as determined in accordance with Clause 2.1 (Term of Framework Agreement);

"Third Party" shall have the meaning set out in Clause 29.1 (Rights of Third Parties);

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales; and

"Year" means a period of twelve (12) consecutive months.

- 1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter and vice versa;
 - 1.2.3 the words "include", "includes", "including", "for example" and "in particular" and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
 - 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.5 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Framework Agreement);
 - 1.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
 - 1.2.7 references in this Framework Agreement to any Clause, sub-Clause or Framework Schedule without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, this Framework Agreement so numbered;
 - 1.2.8 references in a Framework Schedule to any paragraph or further designation shall be construed as a reference to the paragraph of the relevant Framework Schedule so numbered;
 - 1.2.9 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
 - 1.2.10 in the event and to the extent only of any conflict between the Clauses and the Framework Schedules, the following order of precedence shall apply:
 - (a) the Clauses;
 - (b) the Framework Schedules (excluding Framework Schedule 8 (Supplier's Tender Response));
 - (c) any documents referred to in the Clauses and the Framework Schedules (excluding in Framework Schedule 8 (Supplier's Tender Response)); and
 - (d) Framework Schedule 8 (Supplier's tender Response) together with any documents referred to in that Framework Schedule.

2. TERM OF FRAMEWORK AGREEMENT AND CALL-OFF AGREEMENTS

- 2.1 This Framework Agreement shall take effect on the Commencement Date and, unless it is terminated earlier in accordance with its terms or otherwise by operation of Law, shall expire four (4) Years from the Commencement Date.
- 2.2 The duration of a Call-Off Agreement shall be as set out in the Order but in any event shall not exceed four (4) Years.

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods by the Supplier to Contracting Bodies.
- 3.2 The Authority and any other Contracting Body may, at its absolute discretion and from time to time during the Term, Order the Goods from the Supplier in accordance with the Ordering Procedures.
- 3.3 The Supplier acknowledges that there is no obligation whatsoever on the Authority or any Contracting Body to invite or select the Supplier to provide any Goods and/or to purchase any Goods under this Framework Agreement.
- 3.4 No undertaking or any form of statement, promise, representation or obligation shall be made or deemed to have been made by the Authority or any Contracting Body in respect of the total quantities or values of the Goods to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.
- 3.5 The Supplier acknowledges that each Call-Off Agreement is a separate contract and that Contracting Bodies are independently responsible for the award of any Call-Off Agreements and that the Authority shall have no liability to the Supplier in respect of the conduct of any Contracting Body in relation to this Framework Agreement.

4. SUPPLIER'S APPOINTMENT

- 4.1 The Authority hereby appoints the Supplier as a potential provider of Legal Publications – Print and eBook and the Supplier shall be eligible to be considered for the award of Orders for the Goods by Contracting Bodies during the Term and, in consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of five (£5.00) pounds sterling (receipt of which is hereby acknowledged by the Supplier).
- 4.2 If the Supplier is more than one entity acting as a consortium, each entity that is a member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under this Framework Agreement.
- 4.3 If the Supplier is more than one entity acting as a consortium, the Supplier shall at all times act as the primary member and shall notify the Authority, immediately upon becoming aware:
- 4.3.1 of any intention to make any changes to the consortium members including the appointment of new consortium members; or
- 4.3.2 if a consortium member has left the consortium.
- 4.4 If the Supplier is more than one entity acting as a consortium, the Supplier shall not make any changes to the consortium members without Approval.

5. NON-EXCLUSIVITY

The Supplier acknowledges that, in entering into this Framework Agreement no form of exclusivity has been conferred on, or volume guarantee granted by the Authority or any Contracting Body in relation to the provision of the Goods by the Supplier and that the Authority and the Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods which are the same as or similar to the Goods.

6. ORDERING PROCEDURES

- 6.1 Any Contracting Body which decides to source any Goods through the Framework shall be

entitled at any time, during the Term to place an Order for the Goods with the Supplier by serving an Order in accordance with Framework Schedule 3 (Ordering Procedure).

6.2 The Supplier shall comply with the relevant provisions in Framework Schedule 3 (Ordering Procedure).

6.3 In the event that any Contracting Body makes an approach to the Supplier with a request for the supply of goods which are the same as or similar to the Goods ("**Equivalent Goods**"), the Supplier shall promptly and in any event within five (5) Working Days of the request by the Contracting Body, and before any supply of Equivalent Goods is made, inform such Contracting Body of the existence of this Framework Agreement.

7. WARRANTIES AND UNDERTAKINGS

7.1 The Supplier warrants and undertakes to the Authority that:

7.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement;

7.1.2 this Framework Agreement is executed by a duly authorised representative of the Supplier;

7.1.3 in entering into this Framework Agreement it has not committed any Fraud;

7.1.4 all information, statements, warranties and representations contained in the Tender and (unless otherwise agreed by the Authority in writing) any other document which resulted in the award to the Supplier of a place on the Framework are true, accurate, and not misleading save as may have been specifically disclosed in writing to the Authority prior to the execution of this Framework Agreement and it shall promptly advise the Authority in writing of any fact, matter or circumstance of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading if repeated;

7.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework;

7.1.6 it has not caused or induced any person to enter any such agreement as is referred to in Clause 7.1.5;

7.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Goods under the Framework;

7.1.8 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;

7.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, or, to the best of its knowledge and belief pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement;

7.1.10 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement;

7.1.11 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's

assets or revenue; and

7.1.12 in the three (3) years prior to the date of this Framework Agreement (or, if the Supplier has been in existence for less than three (3) years, in the whole of such shorter period) it has:

- (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
- (b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under this Framework Agreement or any Call-Off Agreement.

7.2 The Supplier shall promptly notify the Authority in writing:

7.2.1 of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier;

7.2.2 if the Supplier undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010 (a "**Change of Control**"); and

7.2.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

7.3 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.

8. PREVENTION OF BRIBERY AND CORRUPTION AND TAX NON-COMPLIANCE

Bribery and Corruption

8.1 The Supplier shall not:

8.1.1 offer or give, or agree to offer or give, any gift or other consideration of any kind to any employee, agent, servant or representative of the Authority or any Contracting Body, which gift or consideration could act as an inducement or a reward for any act or failure to act in relation to this Framework Agreement or any other contract with any Relevant Person; or

8.1.2 engage in and shall procure that all Supplier Staff or any person acting on the Supplier's behalf shall not commit, in connection with this Framework Agreement, any Call-Off Agreement or any other contract with the Authority or any other Contracting Body, a Prohibited Act.

8.2 The Supplier warrants and undertakes to the Authority that it has not:

8.2.1 in entering into this Framework Agreement breached the undertakings in Clause 8.1;

8.2.2 paid commission or agreed to pay commission to the Authority, any Contracting Body or any other public body or any person employed by or on behalf of the Authority, any Contracting Body or any other public body in connection with this Framework Agreement; or

8.2.3 entered into this Framework Agreement with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Authority in connection with this Framework Agreement, or any other Contracting Body, or that an agreement has been reached to that effect, unless details of any

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such arrangement have been disclosed in writing to the Authority before execution of this Framework Agreement.

8.3 The Supplier shall:

8.3.1 in relation to this Framework Agreement and each Call-Off Agreement, act in accordance with the Ministry of Justice Guidance;

8.3.2 immediately notify the Authority if it suspects or becomes aware of any breach of this Clause 8; and

8.3.3 respond promptly to any of the Authority's enquiries regarding any breach, potential breach or suspected breach of this Clause 8 and the Supplier shall co-operate with any investigation and allow the Authority to audit the Supplier's books, records and any other relevant documentation in connection with the breach.

8.4 If the Supplier, the Supplier Staff or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, breaches Clause 8.1 the Authority shall be entitled to terminate this Framework Agreement by serving on the Supplier notice in writing with effect from the date specified in that notice.

8.5 Without prejudice to its other rights and remedies under this Clause 8, the Authority shall be entitled to recover the amount of value of any such gift, consideration or commission in full from the Supplier and the Supplier shall on demand indemnify the Authority in full from and against any other loss sustained by the Authority in consequence of any breach of this Clause 8.

Promoting Tax Compliance

8.6 If, at any point during the Term or during the term of any Call-Off Agreement, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

8.6.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

8.6.2 promptly provide to the Authority:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

9. SAFEGUARD AGAINST FRAUD

9.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier or the Supplier Staff.

9.2 The Supplier shall immediately notify the Authority in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

9.3 If the Supplier or the Supplier Staff commits Fraud, the Authority may:

9.3.1 terminate this Framework Agreement in accordance with Clause 22.2 (Termination) and recover from the Supplier the amount of any loss suffered by the Authority resulting from such termination, including the costs reasonably incurred by the Authority of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Authority throughout the remainder of the

Term; or

- 9.3.2 recover in full from the Supplier, and the Supplier shall on demand indemnify in full and hold the Authority harmless from and against, any other loss sustained by the Authority in consequence of any breach of this Clause 9.

10. CALL-OFF AGREEMENT PERFORMANCE

- 10.1 The Supplier shall perform all its obligations under all Call-Off Agreements entered into with the Contracting Bodies:

10.1.1 in accordance with the requirements of this Framework Agreement;

10.1.2 in accordance with the terms and conditions of the respective Call-Off Agreements; and

10.1.3 in compliance with all applicable Laws.

- 10.2 The Supplier shall draw any conflict between any of the requirements of sub-Clauses 10.1.1 or 10.1.2 and those of sub-Clause 10.1.3 to the attention of the Authority and shall comply with the Authority's decision on the resolution of that conflict (to be exercised in the Authority's sole discretion).

11. STATUTORY REQUIREMENTS AND STANDARDS

- 11.1 The Supplier shall be responsible for obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of its obligations under this Framework Agreement and any Call-Off Agreement.

11.2 On the request of the Authority Representative, the Supplier shall provide proof to the Authority's reasonable satisfaction that the processes used, or proposed to be used, conform to the Framework Agreement.

11.3 To the extent that the standard of work has not been set out in this Framework Agreement, the Supplier shall use the best applicable techniques and standards and perform this Framework Agreement with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.

11.4 The Supplier warrants and represents that all Supplier Staff assigned to the performance of the provision of the Goods shall possess and exercise such qualifications; skill and experience as are necessary for the proper delivery of the Goods.

11.5 To the extent the provision of the Goods or part thereof constitute a regulated activity, the Supplier shall ensure it at all times obtains and maintains in force all licenses and consents required from a Regulatory Body in respect of the provision of the Goods.

12. NON-DISCRIMINATION

12.1 The Supplier shall not, and shall procure that the Supplier Staff and Sub-Contractors do not, unlawfully discriminate either directly or indirectly within the meaning and scope of any Law, enactment, order or regulation relating to discrimination on grounds of race, gender, religion or religious belief, colour, ethnic or national origin, disability, sexual orientation, age or otherwise when performing their obligations under this Framework Agreement and any Call-Off Agreement.

12.2 The Supplier shall take all reasonable steps to secure the observance of Clause 12.1 by all the Supplier Staff and shall comply with any policy of the Authority or Contracting Body on the matters set out in Clause 12.1, as reasonably directed by the Authority in writing.

12.3 In performing its obligations under this Framework Agreement and any Call-Off Agreements, the Supplier shall treat all Contracting Bodies in the same manner, regardless of their size.

13. **AUDIT**

- 13.1 The Supplier shall keep and maintain until six (6) Years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or such other longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement.
- 13.2 The Supplier shall keep the records and accounts referred to in Clause 13.1 (Audit) in accordance with Good Industry Practice.
- 13.3 The Supplier shall afford each of the Authority, the National Audit Office and/or auditor appointed by the Audit Commission ("**Auditors**") and their respective representatives access to the records and accounts referred to in Clause 13.1 (Audit) at the Supplier's premises and/or provide copies of such records and accounts, as may be required by the Authority or Auditors from time to time, in order that the Authority or Auditors may carry out an inspection including for the following purposes:
- 13.3.1 to verify the accuracy of Charges under any Call-Off Agreements (and proposed or actual variations to them in accordance with this Framework Agreement and the relevant Call-Off Agreement);
 - 13.3.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 13.3.3 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;
 - 13.3.4 to review the integrity, confidentiality and security of the Authority Personal Data held or used by the Supplier;
 - 13.3.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with this Framework Agreement, any Call-Off Agreement and any other Laws;
 - 13.3.6 to review the Supplier's compliance with its security obligations;
 - 13.3.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Goods;
 - 13.3.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 13.3.9 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 13.3.10 to verify the accuracy or completeness of any management information required to be provided by the Supplier under this Framework Agreement and any Call-Off Agreement;
 - 13.3.11 to review any records relating to the Supplier's delivery of the Goods; and
 - 13.3.12 to ensure that the Supplier is complying with its obligations under this Framework Agreement and any Call-Off Agreement.
- 13.4 Nothing in this Framework Agreement shall prevent or restrict the rights of either the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of its Sub-Contractors for the purposes of and pursuant to applicable Law.

- 13.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the Term and for a period of six (6) Years after expiry of the Term or termination, to the Authority or Auditors and/or its internal and external auditors.
- 13.6 The Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of any Goods, save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditors is outside of the control of the Authority.
- 13.7 The Authority shall give the Supplier reasonable written notice of its requirement to conduct an audit which in any event shall be conducted during normal working hours.
- 13.8 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:
- 13.8.1 all information within the scope of the audit requested by the Auditors;
 - 13.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods;
 - 13.8.3 reasonable access to any electronic systems or information technology communications systems used by the Supplier in the provision of the Goods or on which information relating to the provision of the Goods, this Call-Off Agreement or this Framework Agreement is stored; and
 - 13.8.4 reasonable access to the Supplier Staff.
- 13.9 If an audit reveals:
- 13.9.1 a Default; or
 - 13.9.2 Fraud or suspected Fraud,
- the Supplier shall reimburse the Authority its reasonable costs incurred in relation to the audit and the Authority be entitled to exercise its rights to terminate this Framework Agreement pursuant to Clause 22 (Termination).
- 13.10 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 13 (Audit), save as specified in Clause 13.9 (Audit).

14. PROVISION OF MANAGEMENT INFORMATION

- 14.1 The Supplier agrees to provide to the Authority, to the extent requested by the Authority, timely, full, accurate and complete data, in such format as the Authority may specify from time to time, in respect of the provision of the Goods and Call-Off Agreements, including:
- 14.1.1 details of the Contracting Body;
 - 14.1.2 Supplier performance and delivery
 - 14.1.3 Supplier Failures
 - 14.1.4 Continuous improvement initiatives
 - 14.1.5 order and invoice identifying information;
 - 14.1.6 total charges per Order and invoice;

14.1.7 dates for the delivery of the Goods; and

14.1.8 terms and the contractual term of the Call-Off Agreements.

14.2 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to use and share with any Public Body and/or Relevant Person any information supplied under this Clause 14 (Provision of Management Information) for the purposes of the normal operational activities of the Authority and each Public Body, including administering this Framework Agreement and/or the Call-Off Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

14.3 If the Authority shares any information supplied under this Clause 14 (Provision of Management Information) with any Public Body, the Authority shall inform such Public Body of the sensitive nature of that information and shall be requested not to disclose it to any person who is not a Public Body (unless required to do so by Law or save as permitted under any Call-Off Agreement).

15. **CONTRACTING BODY SATISFACTION MONITORING**

15.1 The Authority may from time to time undertake (or procure the undertaking of) a Contracting Body satisfaction survey (a "**Contracting Body Satisfaction Survey**") the purpose of which shall include:

15.1.1 assessing the level of satisfaction among some or all Contracting Bodies with the Goods and delivery

15.1.2 monitoring the compliance by the Supplier with this Framework Agreement and any Call-Off Agreements; and

15.1.3 such other assessment as it may deem appropriate for monitoring Contracting Body satisfaction.

15.2 The Authority and the Contracting Bodies shall be entitled, but not obliged, to use the results of any Contracting Body Satisfaction Survey to make decisions under or in relation to this Framework Agreement and any Call-Off Agreements.

16. **CONFIDENTIALITY**

16.1 Except to the extent set out in this Clause 16 (Confidentiality) or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

16.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

16.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Framework Agreement or any Call-Off Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Framework Agreement, any Call-Off Agreement or is a requirement of Law.

16.2 The Supplier shall ensure that the Supplier Staff are aware of, and shall ensure that the Supplier Staff comply with, the Supplier's confidentiality obligations under this Framework Agreement.

16.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Authority Confidential Information received otherwise than for the purposes permitted by this Framework Agreement.

16.4 The provisions of Clauses 16.1 to 16.3 shall not apply to any Confidential Information received by one Party from the other which:

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- 16.4.1 is or becomes public knowledge (otherwise than by breach of this Clause 16 (Confidentiality));
 - 16.4.2 is provided to professional advisers for the purpose of obtaining professional advice;
 - 16.4.3 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 16.4.4 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 16.4.5 is information independently developed without access to the Confidential Information; or
 - 16.4.6 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under Clause 17 (Transparency) and/or the FOIA, or the Environmental Information Regulations pursuant to Clause 20 (Freedom of Information).
- 16.5 Nothing in this Framework Agreement shall prevent the Authority from disclosing the Supplier Confidential Information:
- 16.5.1 for the purpose of the examination and certification of the Authority's accounts;
 - 16.5.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 16.5.3 to any government department or any other Contracting Body,
- and the Supplier hereby acknowledges that all government departments or Contracting Bodies receiving such Supplier Confidential Information may further disclose the Supplier Confidential Information to other government departments or Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Body (unless disclosure is required by Law or is permitted under any Call-Off Agreement).
- 16.6 The Supplier acknowledges and agrees that information relating to Orders placed by a Contracting Body, including pricing information (which includes information on prices tendered in a further competition, even where an Order is not placed) and the terms of any Call-Off Agreement may be shared with the Authority or any other Public Body from time to time. The Authority shall use reasonable endeavours to notify the recipient of such information that its contents are confidential.
- 16.7 Nothing in Clauses 16.1 to 16.3 (Confidentiality) shall prevent either Party or any Contracting Body from using any techniques, ideas or Know-How gained during the performance of its obligations under this Framework Agreement or any Call-Off Agreements (but expressly excluding any Know-How already in the Supplier's, the Authority's or the Contracting Body's possession before the Commencement Date or, in the case of a Contracting Body, the commencement date of the relevant Call-Off Agreement) in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's (or relevant Contracting Body's) Confidential Information or an infringement of the other Party's (or relevant Contracting Body's) Intellectual Property Rights.
- 16.8 Clauses 16.1 to 16.3 (Confidentiality) shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 16.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Framework Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

- 16.10 The Supplier shall immediately notify the Authority of any breach of security in relation to Authority Confidential Information obtained in the performance of this Framework Agreement and any Call-Off Agreements and shall keep a record of such breaches. The Supplier shall use its best endeavours to recover any Authority Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or the Supplier Staff. This obligation is in addition to the Supplier's obligations under Clauses 16.1 to 16.3 (Confidentiality). The Supplier shall co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Authority Confidential Information.
- 16.11 The Supplier shall, at its own expense, alter any security systems used in connection with the performance of this Framework Agreement or any Call-Off Agreement at any time during the Term or the term of the relevant Call-Off Agreement in the case of this Framework Agreement, at the request of the Authority or in the case of a Call-Off Agreement, the relevant Contracting Body if the Authority or relevant Contracting Body (as applicable) believes (acting reasonably) the Supplier has failed to comply with Clause 16.2 or 16.9 (Confidentiality).
- 16.12 No changes shall be made by the Supplier in the way they handle or mark any Government information under this Framework Agreement until those changes have been specifically agreed by the Authority by means of a variation in accordance with Clause 28 (Variations to this Framework Agreement).

17. TRANSPARENCY

- 17.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 17.2 Notwithstanding any other term of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish this Framework Agreement in its entirety (subject only to redaction of any information that the Authority determines is exempt from disclosure in accordance with the provisions of FOIA) including from time to time agreed changes to this Framework Agreement.
- 17.3 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 17.1 (Transparency) but the Authority shall have the final decision in its absolute discretion.
- 17.4 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

18. OFFICIAL SECRETS ACTS

The Supplier shall comply with and shall ensure that the Supplier Staff comply with, the provisions of:

- 18.1 the Official Secrets Acts 1911 to 1989; and
- 18.2 section 182 of the Finance Act 1989.

19. DATA PROTECTION

- 19.1 With respect to the Parties' rights and obligations under this Framework Agreement, the Parties agree that the Authority is the Data Controller and that the Supplier is the Data Processor in relation to the Authority Personal Data. The Supplier shall (and shall procure that Supplier Staff) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with this Framework Agreement.

- 19.2 Notwithstanding the general obligation in Clause 19.1 (Data Protection), where the Supplier is Processing Authority Personal Data for the Authority the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority Personal Data (and to guard against unauthorised or unlawful Processing of the Authority Personal Data and against accidental loss or destruction of, or damage to, the Authority Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and shall:
- 19.2.1 Process the Authority Personal Data only in accordance with instructions from the Authority;
 - 19.2.2 provide the Authority with such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 19.2.3 promptly notify the Authority of any breach of the security measures to be put in place pursuant to this Clause;
 - 19.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA; and
 - 19.2.5 obtain prior written consent from the Authority in order to transfer the Authority Personal Data to any Sub-Contractors.
- 19.3 The provisions of this Clause shall apply during the Term and indefinitely after the termination or expiry of this Framework Agreement.
- 19.4 The Supplier shall not cause or permit to be Processed, stored, accessed or otherwise transferred outside the European Economic Area any Authority Personal Data supplied to it by the Authority without Approval and, where the Authority consents to such Processing, storing, accessing or transfer outside the European Economic Area, shall comply with:
- 19.4.1 comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Authority Personal Data that is so Processed, stored, accessed or transferred;
 - 19.4.2 comply with any reasonable instructions notified to it by the Authority; and
 - 19.4.3 enter into the EU Model Clauses if requested by the Authority.
- 19.5 The Supplier shall indemnify and keep indemnified the Authority from and against any and all liabilities, losses, demands, damages, costs, claims, expenses (including without limitation legal expenses), fines, penalties and interest which the Authority may incur (directly or indirectly), including without limitation in relation to any third party claim and the Authority's expenses in defending and/or settling such third party claim, arising from any breach by the Supplier of any of its obligations under this Clause 19 (Data Protection).

20. FREEDOM OF INFORMATION

- 20.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 20.2 The Supplier shall and shall procure that its Sub-Contractors shall:
- 20.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 20.2.2 provide the Authority with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in the form that the Authority requests within five (5) Working Days (or such other period as the Authority may

specify) of the Authority's request; and

- 20.2.3 provide all necessary assistance reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 20.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 20.4 In no event shall the Supplier respond directly to a Request for Information without prior Approval.
- 20.5 The Supplier acknowledges that (notwithstanding the provisions of this Clause 20 (Freedom of Information)) the Authority may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Goods:
 - 20.5.1 in certain circumstances without consulting the Supplier; or
 - 20.5.2 following consultation with the Supplier and having taken the Supplier's views into account,

provided always that where this Clause 20.5 (Freedom of Information) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

21. PUBLICITY AND BRANDING

- 21.1 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 21.2 The Supplier shall not make any press announcements or publicise this Framework Agreement or any part thereof in any way without Approval.
- 21.3 The Supplier shall not have any right to use any of the Authority's names, logos or trade marks on any of its products or services without Approval.
- 21.4 The Supplier shall not do anything or cause anything to be done which may damage the reputation of the Authority or bring the Authority into disrepute.

22. TERMINATION

Termination for Bribery and Corruption

- 22.1 The Authority may terminate this Framework Agreement in accordance with Clause 8.4 (Prevention of Bribery and Corruption and Tax Non-Compliance).

Termination in relation to Fraud

- 22.2 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice under Clause 9.3.1 (Safeguard Against Fraud) has occurred.

Termination on Audit

- 22.3 The Authority may terminate this Framework Agreement by serving notice on the Supplier in

writing with effect from the date specified in such notice in the circumstances set out in Clause 13.9 (Audit).

Termination on Breach of Obligations of Confidentiality

- 22.4 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier fails to comply with any of Clauses 16.1 to 16.3 (Confidentiality).

Termination in relation to Official Secrets Acts

- 22.5 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is in breach of its obligations under Clause 18 (Official Secrets Acts).

Termination on Failure to Agree Variation

- 22.6 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Parties fail to agree to a variation as referred to in Clause 28 (Variations to this Framework Agreement).

Termination on Material Default

- 22.7 The Authority may terminate this Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice where the Supplier commits a Material Default and if:

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

22.7.2 the Material Default is not, in the reasonable opinion of the Authority, capable of remedy.

Termination for Financial Standing

- 22.8 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice:

22.8.1 where (in the reasonable opinion of the Authority) there is a material detrimental change in the financial standing and/or a change in the credit rating of the Supplier which:

(a) adversely impacts on the Supplier's ability to supply the Goods under this Framework Agreement or any Call-Off Agreement; or

(b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Goods under this Framework Agreement or any Call-Off Agreement; or

22.8.2 if the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

Termination on Insolvency

- 22.9 The Authority may terminate this Framework Agreement with immediate effect by notice in writing where in respect of the Supplier:

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- 22.9.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- 22.9.2 a shareholders', members' or partners' meeting is convened for the purpose of considering a resolution that it be wound up or dissolved or a resolution for its winding-up or dissolution is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- 22.9.3 a petition is presented for its winding up (which is not dismissed within five (5) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- 22.9.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- 22.9.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten (10) Working Days;
- 22.9.6 an application or an administration order is made either for the appointment of an administrator or for an administration order and an administrator is appointed, or notice of intention to appoint an administrator is given;
- 22.9.7 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 22.9.8 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force in relation to it pursuant to Schedule A1 of the Insolvency Act 1986;
- 22.9.9 being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control of the firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him or them or shall make any composition or arrangement with or for the benefit of his or their creditors, or shall make any conveyance or assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or is unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s), or a trust deed shall be granted by him or them on behalf of his or their creditors; or
- 22.9.10 any event analogous to those listed in Clauses 22.9.1 to Clause 22.9.9 (Termination) (inclusive) occurs under the law of any other jurisdiction.

Termination on Change of Control of Change to Consortium

- 22.10 The Authority may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:
 - 22.10.1 being notified in writing that a Change of Control has occurred;
 - 22.10.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control; or
 - 22.10.3 if the Supplier is more than one entity acting as a consortium, if there is any change to the consortium members or their responsibilities in respect of this Framework

Agreement or any Call-Off Agreement (as may be set out in the Response),

if it believes, acting reasonably, that such change is likely to have an adverse effect on the provision of the Goods but, in the case of a Change of Control, it shall not be permitted to terminate this Framework Agreement where Approval of the Change of Control was granted prior to the Change of Control.

Termination by the Authority on Notice

- 22.11 The Authority shall have the right to terminate this Framework Agreement any time after the Commencement Date by giving at least three (3) Months' written notice to the Supplier.

Termination for Serious Misconduct

- 22.12 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is a partnership or a limited liability partnership or an individual, or where the provider is a firm, any partner in that firm:

- 22.12.1 is convicted of a criminal offence relating to the conduct of its business or profession;
- 22.12.2 commits an act of Grave Misconduct;
- 22.12.3 fails to comply with any obligations relating to the payment of any taxes or social security contributions;
- 22.12.4 makes any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
- 22.12.5 fails to obtain any necessary licences or obtain or maintain membership of any relevant body.

Termination for Procurement Reasons

- 22.13 The Authority shall have the right to terminate this Framework Agreement at any time by giving one (1) Months' written notice to the Supplier where:
- 22.13.1 this Framework Agreement has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of The Public Contracts Regulations 2015;
- 22.13.2 the Supplier, at the time this Framework Agreement was awarded, was in one of the situations referred to in regulation 57(1) or 57(3) of the Regulations, and should therefore have been excluded from the procurement procedure;
- 22.13.3 the Supplier, at the time this Framework Agreement was awarded, was in one of the situations referred to in regulation 57(4) or 57(8) of the Regulations, and the Authority would have excluded the Supplier from the procurement procedure had it been aware of the situation prior to the award of this Framework Agreement; or
- 22.13.4 this Framework Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaty on the European Union, the Treaty on the Functioning of the European Union and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

Termination on Dissolution of Partnership

- 22.14 The Authority may terminate this Framework Agreement with immediate effect by notice in writing on dissolution of the Supplier where the Supplier is a partnership or a limited liability partnership.

Termination for Occasion of Tax Non-Compliance

- 22.15 The Authority may terminate this Framework Agreement with immediate effect by notice in writing:
- 22.15.1 if the Supplier is in breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance pursuant to Clause 8.6.1 (Prevention of Bribery and Corruption and Tax Non-Compliance); or.
- 22.15.2 if the Supplier fails to provide details of the steps and the mitigating factors pursuant to Clause 8.6.2 (Prevention of Bribery and Corruption and Tax Non-Compliance) which in the Authority's reasonable opinion are acceptable.

Partial Termination

- 22.16 Where the Authority is entitled to terminate this Framework Agreement pursuant to any of the provisions set out in Clauses 22.1 to 22.14 (Termination) (inclusive) the Authority may alternatively terminate this Framework Agreement in part only, provided always that the parts of this Framework Agreement not terminated can operate effectively to deliver the intended purpose of this Framework Agreement.

23. SUSPENSION OF SUPPLIER'S APPOINTMENT

- 23.1 Without prejudice to the Authority's rights to terminate this Framework Agreement as set out in Clause 22 (Termination), if the Authority reasonably believes that a Material Default or Grave Misconduct has occurred, the Authority may suspend the Supplier's appointment to provide Goods to Contracting Bodies under this Framework Agreement by giving notice in writing to the Supplier and the Supplier agrees that it shall not be entitled to enter into any new Order during such suspension period.
- 23.2 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call-Off Agreements concluded prior to the suspension notice.
- 23.3 If the Authority provides notice to the Supplier in accordance with this Clause 23 (Suspension of Supplier's Appointment), the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in such notice or such other period notified to the Supplier by the Authority in writing from time to time.

24. CONSEQUENCES OF TERMINATION AND EXPIRY

- 24.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 24 (Consequences of Termination and Expiry).
- 24.2 Termination or expiry of this Framework Agreement shall not cause any Call-Off Agreements to terminate automatically. For the avoidance of doubt, all Call-Off Agreements shall remain in force unless and until they are terminated or expire in accordance with the terms of the Call-Off Agreements.
- 24.3 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any Authority Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority. Save where the Framework Agreement has been terminated due to misuse by the Supplier of such data, a copy may be retained for legal or regulatory purposes only for a maximum of twelve (12) Months.
- 24.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

24.5 The provisions of Clauses 3 (Scope of Framework Agreement), 6 (Ordering Procedures), 7 (Warranties and Undertakings), 8 (Prevention of Bribery and Corruption and Tax Non-Compliance), 9 (Safeguard Against Fraud), 10 (Call-Off Agreement Performance), 16 (Confidentiality), 18 (Official Secrets Acts), 19 (Data Protection), 20 (Freedom of Information), 24 (Consequences of Termination and Expiry), 25 (Liability), 26 (Insurance), 29 (Rights of Third Parties), 32 (Waiver and Cumulative Remedies) and 41 (Law and Jurisdiction), Framework Schedules: 1 (Goods), 2 (Payment and Pricing Structure), 3 (Ordering Procedure) and 6 (Framework Management) and, without limitation to the foregoing, any other provision of this Framework Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Framework Agreement. This Clause is without prejudice to any provisions of this Framework Agreement incorporated in any Call-Off Agreement which shall continue in full force and effect for the duration of that Call-Off Agreement.

25. **LIABILITY**

25.1 Neither Party excludes or limits its liability for:

25.1.1 death or personal injury; or

25.1.2 fraud or fraudulent misrepresentation by it or its employees.

25.2 Subject to the limits set out in Clause 25.4 (Liability), the Supplier shall be liable for the following types of loss, damage, cost or expense flowing from an act or default of the Supplier which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Authority) be recoverable by the Authority:

25.2.1 the additional operational and/or administrative costs and expenses arising from any Material Default;

25.2.2 the cost of procuring, implementing and operating any alternative or replacement goods ; and

25.2.3 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.

25.3 In no event shall either Party be liable to the other for any:

25.3.1 loss of profits;

25.3.2 loss of business;

25.3.3 loss of revenue;

25.3.4 loss of or damage to goodwill;

25.3.5 loss of savings (whether anticipated or otherwise); and/or

25.3.6 any indirect, special or consequential loss or damage.

25.4 Subject to Clauses 25.1 (Liability) and 25.3 (Liability), the total aggregate liability of the Supplier under and in connection with this Framework Agreement (but excluding the Call-Off Agreements where any limits on liability shall be set out in those individual Call-Off Agreements) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to one million and five hundred thousand pounds (£1,500,000). For the avoidance of doubt, the Parties acknowledge and agree that this Clause 25 (Liability) shall not limit the Supplier's liability under any Call-Off Agreement which liability shall be governed by the terms of the relevant Call-Off Agreement.

- 25.5 Subject to Clauses 25.1 and 25.3 (Liability), the Authority's total aggregate liability under and in connection with this Framework Agreement (but excluding the Call-Off Agreements where any limits on liability shall be set out in those individual Call-Off Agreements) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to one hundred thousand pounds (£100,000). For the avoidance of doubt, the Parties acknowledge and agree that this Clause 25 (Liability) shall not limit the Authority's liability under any Call-Off Agreement to which it is a party, which liability shall be governed by the terms of the relevant Call-Off Agreement.

26. **INSURANCE**

- 26.1 The Supplier shall effect and maintain insurances as required by Law or the Contracting Bodies under each individual Call-Off Agreement.
- 26.2 The insurances required by Contracting Bodies under individual Call-Off Agreements shall be maintained with a reputable insurance company, on terms that are no less favourable to those generally available to a prudent supplier in respect of risks insured in the international insurance market.
- 26.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Call-Off Agreement.
- 26.4 The Supplier shall produce to the Authority, on request, copies of all insurance policies required by the Contracting Bodies under any Call-Off Agreements or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 26.5 The Supplier shall use its reasonable endeavours to ensure that it shall not by its acts or omissions cause any policy of insurance to be invalidated or voided.

27. **TRANSFER AND SUB-CONTRACTING**

- 27.1 This Framework Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all rights and obligations under this Framework Agreement or any part thereof.
- 27.2 Supplier shall not Sub-Contract this Framework Agreement or any part thereof without Approval.
- 27.3 The Supplier shall not substitute or remove a Sub-Contractor or appoint an additional sub-contractor without the prior written consent of the Authority, such consent not be unreasonably withheld or delayed. Such consent shall not constitute approval or endorsement of such substitute or additional sub-contractor.
- 27.4 Notwithstanding any permitted Sub-Contract pursuant to this Clause 27 (Transfer and Sub-Contracting), the Supplier at all times shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that the Supplier Staff also do, or refrain from doing, such act or thing.
- 27.5 The Authority shall be entitled to:
- 27.5.1 assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement or any part thereof to any other Public Body; or
- 27.5.2 novate this Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority,

provided that such assignment, novation or disposal shall not increase the burden of the

Supplier's obligations under this Framework Agreement.

- 27.6 The Supplier shall enter into such agreement and/or deed as the Authority shall reasonably require so as to give effect to any assignment, novation or disposal made pursuant to Clause 27.5.
- 27.7 The Supplier shall pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from receipt of a valid invoice.

28. VARIATIONS TO THIS FRAMEWORK AGREEMENT

Variation in General

- 28.1 Subject to Clause 28.2 (Variation in General) and Framework Schedule 2 (Charging Structure), this Framework Agreement may not be varied except where:
- 28.1.1 the Authority notifies the Supplier in writing that it wishes to vary this Framework Agreement and provides the Supplier with full written details of any such proposed change; and
- 28.1.2 the Authority Representative and the Supplier Representative, acting reasonably, agree in writing to the variation and a written variation agreement is signed by the Authority Representative and the Supplier Representative.
- 28.2 If, by the date thirty (30) Working Days after notification was given under Clause 28.1.1, no agreement is reached by the Parties acting reasonably in relation to any variation requested, the Authority may, by giving written notice to the Supplier, either:
- 28.2.1 agree that the Parties shall continue to perform their obligations under this Framework Agreement without the variation; or
- 28.2.2 terminate this Framework Agreement with immediate effect.
- 28.3 The Supplier shall not be entitled to refuse any request to vary this Framework Agreement where such variation is required in order to reflect a Change in Law and such variation shall be subject to Clauses 28.5 to 28.7 (Legislative Change) (inclusive).

Legislative Change

- 28.4 The Supplier shall neither be relieved of its obligations under this Framework Agreement or any Call-Off Agreement nor be entitled to increase the Framework Prices and/or the Charges as the result of:
- 28.4.1 a General Change in Law; or
- 28.4.2 a Specific Change in Law where the effect of that Specific Change in Law in relation to the Goods is known at the Commencement Date or, in the case of a Call-Off Agreement, at the commencement of that Call-Off Agreement.
- 28.5 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 28.4.2 (Legislative Change) or the term of any Call-Off Agreement, the Supplier shall notify the Authority or the relevant Contracting Body of the likely effects of that change, including whether any change is required to the Goods (or Ordered Goods, as appropriate), the Framework Prices, this Framework Agreement the Charges or the relevant Call-Off Agreement (as applicable).
- 28.6 As soon as practicable after any notification in accordance with Clause 28.5 (Legislative Change), the Parties shall (in respect of this Framework Agreement) or the relevant Contracting Body and the Supplier shall (in respect of the relevant Call-Off Agreement) discuss and agree the matters referred to in that Clause and any ways in which the Supplier can mitigate the effect of the Specific Change of Law, including:

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- 28.6.1 providing evidence that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - 28.6.2 demonstrating that a foreseeable Specific Change in Law had been taken into account by the Supplier before it occurred;
 - 28.6.3 giving evidence as to how the Specific Change in Law has affected the pricing set out in Framework Schedule 2 (Payment and Pricing Structure) or any other Charges.
- 28.7 Any adjustment to the pricing set out in Framework Schedule 2 (Payment and Pricing Structure) or variation to any other provision of the Framework Agreement including the Framework Schedules which is required due to a Specific Change in Law shall be implemented by a written variation agreement signed by the Authority Representative and the Supplier's Representative. This Clause 28.7 (Legislative Change) shall not operate to alter any Charges paid or payable by Contracting Bodies pursuant to any Call-Off Agreements in existence prior to the date of the adjustment in the Framework Prices.
- 28.8 Any adjustment to the Charges or variation to any other provision of the relevant Call-Off Agreement which is required due to a Specific Change in Law shall be implemented by a written variation agreement signed by the duly authorised representatives of the parties to relevant Call-Off Agreement in accordance with the Call-Off Terms.

29. RIGHTS OF THIRD PARTIES

- 29.1 Subject to Clause 29.2, a person who is not Party to this Framework Agreement (a "Third Party") has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 29.2 Each and every Contracting Body may, with Approval, enforce:
- 29.2.1 any of the provisions specified in Framework Schedule 7 (Specified Rights of Contracting Bodies) insofar as they are for the benefit of the Contracting Body; and
 - 29.2.2 any other term of this Framework Agreement which is for the benefit of the Contracting Body,
- as a third party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 29.3 The Authority may act as agent and trustee for each Contracting Body and enforce on behalf of that Contracting Body any Clause or term that is referred to in Clause 29.2 (Rights of Third Parties) and/or recover any loss, damage or liability suffered by that Contracting Body in connection with a breach of any such Clause or term.
- 29.4 No consent of any Third Party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Framework Agreement or any one or more Clauses of it.

30. BUSINESS CONTINUITY

The Supplier shall have robust contingency plans in place to ensure that the provision of Goods to all Contracting Bodies are maintained in the event of disruption (including, but not limited to, disruption to information technology systems) to the Supplier's operations, and those of Sub-Contractors to the Supplier, however caused. Such contingency plans shall be available on reasonable request for the Authority to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the Term and duration of any Call-Off Agreement.

31. SEVERABILITY

31.1 If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force without affecting the remaining provisions of this Framework Agreement.

31.2 If any provision of this Framework Agreement that is fundamental to the accomplishment of the purpose of this Framework Agreement is held to any extent to be invalid, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

32. WAIVER AND CUMULATIVE REMEDIES

32.1 The rights and remedies provided by this Framework Agreement may be waived only in writing by the Authority Representative or the Supplier Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

32.2 Unless a right or remedy of the Authority is expressed to be an exclusive right or remedy, the exercise of it by the Authority is without prejudice to the Authority's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

32.3 The rights and remedies provided by this Framework Agreement are cumulative and, unless otherwise provided in this Framework Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Framework Agreement.

33. RELATIONSHIP OF THE PARTIES

Nothing in this Framework Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or otherwise to bind the other Party.

34. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

35. ENTIRE AGREEMENT

35.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

35.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.

35.3 Nothing in this Clause 35 (Entire Agreement) shall operate to exclude liability for Fraud or fraudulent misrepresentation.

36. COUNTERPARTS

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

37. NOTICES

37.1 Any notices given under or in relation to this Framework Agreement shall be in writing by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, by facsimile transmission or by electronic mail (confirmed by letter) to the address or facsimile number and for the attention of the relevant Party set out in Clause 37.4 (Notices) or to such other address or facsimile number as that Party may have stipulated in accordance with Clause 37.5 (Notices).

37.2 A notice shall be deemed to have been received:

37.2.1 if delivered personally, at the time of delivery;

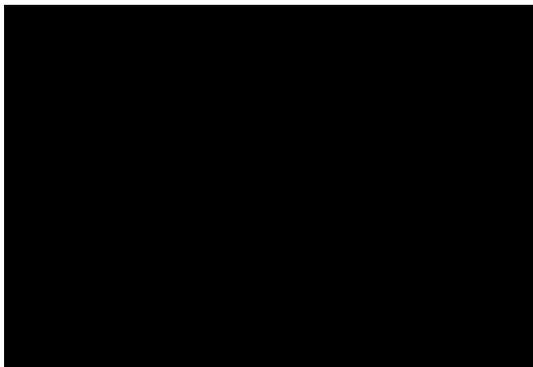
37.2.2 in the case of pre-paid first class post, special or other recorded delivery two (2) Working Days from the date of posting; and

37.2.3 in the case of electronic communication, two (2) Working Days after posting of a confirmation letter.

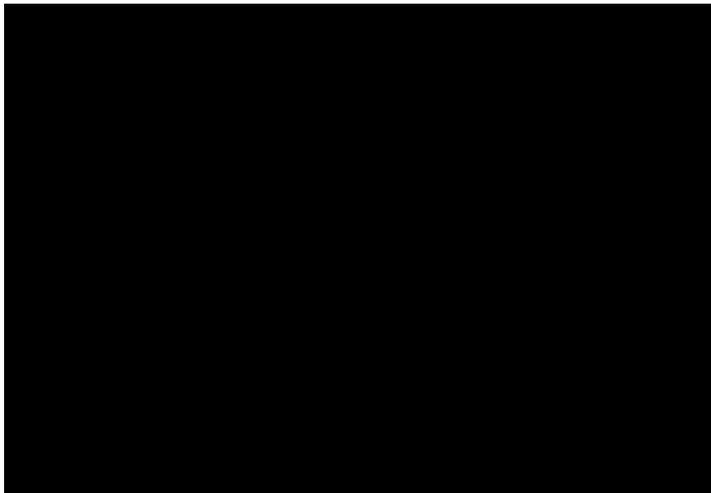
37.3 In proving service, it shall be sufficient to prove that personal delivery was made, or (including for the purposes of electronic mail confirmation letter) that the envelope containing the notice was addressed to the relevant Party set out in Clause 37.4 (Notices) (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as prepaid first class post, recorded signed-for delivery or pre-paid airmail letter and in the case of facsimile, that a transmission report generated from a facsimile machine evidences that the facsimile was transmitted to the relevant facsimile number.

37.4 For the purposes of Clause 37.1 (Notices), the postal address, facsimile number and email address of each Party shall be:

37.4.1 for the Authority:



37.4.2 for the Supplier:





37.5 Either Party may change its address for service by serving a notice in accordance with this Clause 37 (Notices).

37.6 For the avoidance of doubt, any notice given under this Framework Agreement shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

38. COMPLAINTS HANDLING AND RESOLUTION

38.1 The Supplier shall notify the Authority of any Complaints made by the Contracting Bodies which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint.

38.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under this Framework Agreement, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement or a Call-Off Agreement, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

38.3 Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to achieve its resolution.

39. FRAMEWORK AGREEMENT MANAGEMENT

The Parties agree that this Framework Agreement shall be managed in accordance with Framework Schedule 6 (Framework Management).

40. DISPUTE RESOLUTION

40.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Framework Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Authority Representative and the Supplier Representative.

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

40.3 The obligations of the Parties under this Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause 40 (Dispute Resolution) and the Supplier and Supplier Staff, personnel and associates shall comply fully with the requirements of this Framework Agreement at all times.

40.4 If the dispute cannot be resolved by the Parties pursuant to Clause 40.1 (Dispute Resolution), the Parties shall refer it to mediation pursuant to the procedure set out in Clause 40.5 (Dispute Resolution) unless the Authority considers that the dispute is not suitable for resolution by mediation.

40.5 If a dispute is referred to mediation the Parties shall comply with the following provisions:

40.5.1 a neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days

- of notice to either Party that the Mediator is unable or unwilling to act, apply to the CEDR to appoint a Mediator;
- 40.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;
- 40.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 40.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties with effect from its signature by their duly authorised representatives;
- 40.5.5 if the Parties fail to reach an agreement on the resolution of the dispute, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties; and
- 40.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to arbitration pursuant to Clause 40.6 (Dispute Resolution).
- 40.6 If a dispute cannot be resolved by the Parties pursuant to Clause 40.5 (Dispute Resolution) the Parties shall refer it to arbitration pursuant to the procedure set out in Clause 40.7 (Dispute Resolution) unless the Authority considers that it is not suitable for resolution by arbitration.
- 40.7 If a dispute is referred to arbitration the Parties shall comply with the following provisions:
- 40.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules shall be applied and are deemed to be incorporated into this Framework Agreement (save that in the event of any conflict between those rules and this Framework Agreement, this Framework Agreement shall prevail);
- 40.7.2 the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);
- 40.7.3 the tribunal shall consist of a sole arbitrator to be agreed by the Parties and in the event that the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days or, if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA; and
- 40.7.4 the arbitration proceedings shall take place in London.

41. LAW AND JURISDICTION

This Framework Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and, without prejudice to the dispute resolution procedure set out in Clause 40 (Dispute Resolution), each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

BY SIGNING AND RETURNING THIS FRAMEWORK AGREEMENT THE SUPPLIER AGREES to comply with all the terms of this legally binding Framework Agreement. The Parties hereby acknowledge and agree that they have read this Framework Agreement and its Schedules and by signing below agree to be bound by the terms of this Framework Agreement.

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

Signed duly authorised for and on behalf of Hammicks Legal Information Services Ltd.

Signature:

Name:

Position:

Date:



Signed for and on behalf of **The Secretary of State for Justice**

Signature: REDACTED

Name: REDACTED

Position: REDACTED

Date: REDACTED

FRAMEWORK SCHEDULE 1: GOODS

1. INTRODUCTION

- 1.1 This Framework Schedule 1 specifies the Goods that the Supplier shall make available to Contracting Bodies.
- 1.2 The purpose of this Framework Schedule 1 is to set out the Goods available under this Framework Agreement and which are subject to Order by Contracting Bodies. At such time as a Contracting Body places an Order for Goods, the particulars of the Goods required by the Contracting Body and any specific terms applying to such Goods shall be specified in the ensuing Call-Off Agreement.

2. GOODS

2.1 Provision of Legal Publications

The core goods that the Supplier shall make available to the Contracting Bodies shall be as follows:

Lot 1 - Books and Subscriptions Published by CPAG	
Publications	Format
Benefits for Migrants Handbook	Book
Child support handbook	Book
CPAG's Housing Benefit and Council Tax Reduction Legislation	Book
Disability Rights Handbook	Book
Help with Housing Costs Volume 1: Universal Credit and Council Tax Rebates	Book
Jacobs and Douglas Child support : the legislation	Book
Universal credit : what you need to know	Book
Welfare benefits and tax credits handbook	Book
Welfare rights bulletin	Sub

Lot 2 - Books and Subscriptions Published by Class Publishing	
At a glance	Book
Costs Law Reports	Sub

Lot 3 - Subscriptions Published by the Incorporated Council of Law Reporting	
Publications	Format
Industrial Cases Reports	Sub
Law reports [consolidated index]	Sub
Law reports [all divisions bound volume service]	Sub
Law reports [all divisions parts and bound volume service]	Sub
Law reports [all divisions parts only]	Sub
Law reports [all divisions] and weekly law reports [combined subscription, parts and bound volumes]	Sub

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Law reports [all divisions] and weekly law reports [combined subscription, parts only]	Sub
Weekly law reports [bound volume service]	Sub
Weekly law reports [issues only]	Sub
Weekly law reports [parts and bound volume]	Sub

Lot 6a - Books Published by Oxford University Press	
Publications	Format
Blackstone's criminal practice: Criminal Procedure Rules and Sentencing Guidelines	Book
Bellamy and Child : European Union law of competition	Book
Blackstone's civil practice (book only)	Book
Blackstone's civil practice : the commentary	Book
Blackstone's civil practice [book and eBook]	Book
Blackstone's criminal practice [book and supplements]	Book
Blackstone's criminal practice [book, supplements and eBook]	Book
Blackstone's Guide to the Consumer Rights Act	Book
Blackstone's guide to the Proceeds of Crime Act 2002	Book
Blackstone's Magistrates' Court handbook [book and eBook]	Book
Blackstone's Magistrates' Court handbook [book only]	Book
Blackstone's Magistrates' Court handbook [eBook]	Book
Blackstone's Statutes on commercial and consumer law	Book
Blackstone's Statutes on Medical Law	Book
Blackstone's Youth Court Handbook (Book & eBook)	Book
Brick Court Chambers : competition litigation UK practice and procedure	Book
Cheshire, North & Fawcett: Private International Law	Book
Company Law	Book
Contract Formation: Law and Practice	Book
Criminal litigation handbook	Book
Cross and Tapper on evidence	Book
Family law handbook	Book
Gardiner Treaty Interpretation	Book
International Chamber of Commerce Arbitration	Book
International Commercial Litigation	Book
Livingstone, Owen and MacDonald : prison law	Book
Livingstone, Owen and MacDonald : prison law [book and eBook]	Book
Macdonald The Law of Freedom of Information	Book
Principles of the Law of Restitution	Book
Redfern and Hunter on international arbitration	Book
Remedies for Torts and Breach of Contract	Book
Smith and Hogan : criminal law	Book
The EC regulation on insolvency proceedings : a commentary and annotated guide	Book

OFFICIAL - SENSITIVE

Tugendhat and Christie : the law of privacy and the media	Book
Wade - Administrative law	Book
Whish Competition Law	Book
Lot 6a - Books Published by Oxford University Press	
Publications	Format
Blackstone's criminal practice: Criminal Procedure Rules and Sentencing Guidelines	Book
Bellamy and Child : European Union law of competition	Book
Blackstone's civil practice (book only)	Book
Blackstone's civil practice : the commentary	Book
Blackstone's civil practice [book and eBook]	Book
Blackstone's criminal practice [book and supplements]	Book
Blackstone's criminal practice [book, supplements and eBook]	Book
Blackstone's Guide to the Consumer Rights Act	Book
Blackstone's guide to the Proceeds of Crime Act 2002	Book
Blackstone's Magistrates' Court handbook [book and eBook]	Book
Blackstone's Magistrates' Court handbook [book only]	Book
Blackstone's Magistrates' Court handbook [eBook]	Book
Blackstone's Statutes on commercial and consumer law	Book
Blackstone's Statutes on Medical Law	Book
Blackstone's Youth Court Handbook (Book & eBook)	Book
Brick Court Chambers : competition litigation UK practice and procedure	Book
Cheshire, North & Fawcett: Private International Law	Book
Company Law	Book
Contract Formation: Law and Practice	Book
Criminal litigation handbook	Book
Cross and Tapper on evidence	Book
Family law handbook	Book
Gardiner Treaty Interpretation	Book
International Chamber of Commerce Arbitration	Book
International Commercial Litigation	Book
Livingstone, Owen and MacDonald : prison law	Book
Livingstone, Owen and MacDonald : prison law [book and eBook]	Book
Macdonald The Law of Freedom of Information	Book
Principles of the Law of Restitution	Book
Redfern and Hunter on international arbitration	Book
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Lot 6b - Subscriptions Published by Oxford University Press	
Publications	Format
Human rights law review	Sub
International journal of constitutional law	Sub
International journal of refugee law	Sub
Journal of environmental law	Sub
Journal of intellectual property law and practice	Sub
Oxford journal of legal studies	Sub
Parliamentary affairs [print and online]	Sub
Reports of patent, design and trade mark cases	Sub
Statute law review [print and online]	Sub
Trusts and trustees journal [print and online]	Sub
OUP Law Journals Collection	Sub

Lot 7- Books Published by Robert Banks	
Publications	Format
<i>example line</i>	
Banks on sentence [volume 1] (Book only)	Book
Banks on sentence [volume 2] (Book only)	Book
Banks on sentence [volumes 1 and 2] (Book only)	Book
Banks on sentence [volumes 1 and 2][book and eBook]	Book
Banks on sentence [volumes 1 and 2][eBook only]	Book

Lot 9a Miscellaneous Publications - books	
Publications	Format
Bainbridge Intellectual Property	Book
Baker, Carter & Hunter - Housing & Human Rights	Book
Briggs Civil Jurisdiction and Judgments	Book
British national formulary	Book
British national formulary	Book
Community care and the law	Book
Criminal Injuries Compensation Claims	Book
DLA and AA Case Law Pack	Book
Dods civil service companion	Book
Dods parliamentary companion	Book
Edelman and Bant's Unjust Enrichment	Book
Elderly Client Handbook	Book
Employment covenants and confidential information : law, practice and technique	Book
Good Practice in Child Care Cases	Book

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Hill & Messent: CMR Contracts for the Carriage of Goods	Book
Immigration law and practice	Book
Luba : defending possession proceedings	Book
Powers : clinical negligence	Book
Practitioner's Guide to the Court of Protection	Book
Starmer : european human rights law	Book
Tort Law	Book
Waterlow's solicitors' and barristers' directory	Book
Whitaker's almanack	Book
Who's Who	Book

Lot 9b Miscellaneous Publications - subscriptions	
Publications	Format
Journal of community care law	Sub
Adviser Magazine	Sub
Barrister	Sub
Building Law Reports	Sub
Cambridge Law Journal	Sub
Charity law and practice review [online]	Sub
CILEx Journal	Sub
Compulsory purchase and compensation service [looseleaf service]	Sub
Court of session practice [looseleaf service]	Sub
Discrimination Law	Sub
Equal opportunities review + Online (EORdirect.com)	Sub
Estates Gazette	Sub
Estates Gazette Law Reports	Sub
Family Law Journal [Legalease]	Sub
Freedom of information journal [online]	Sub
House magazine	Sub
International and comparative law quarterly	Sub
International journal of children's rights	Sub
International journal of evidence and proof	Sub
International review of intellectual property and competition law	Sub
Internet newsletter for lawyers	Sub
Journal of criminal law	Sub
Journal of elections, public opinion and parties [print and online]	Sub
Journal of law and society [print and online]	Sub
Journal of media law : print and online	Sub
Journal of private international law	Sub
Journal of social welfare and family law	Sub
Judicial review	Sub
Juncture	Sub

OFFICIAL - SENSITIVE

Law society gazette	Sub
Lawyer	Sub
Legal action bulletin	Sub
Litigation funding	Sub
Lloyd's law reports	Sub
Lloyd's law reports : insurance and reinsurance	Sub
Magistrate	Sub
Medical Law Reports [Hardcopy + Online]	Sub
Mental health law reports	Sub
Merkin on arbitration law [looseleaf service]	Sub
Merkin on arbitration law [mainwork and looseleaf service]	Sub
Minority rights	Sub
MIT Sloan management review [online only]	Sub
Modern law review	Sub
Official journal of the European Patent Office	Sub
Privacy and data protection [online only]	Sub
Privacy laws and business [UK report and international report combined subscription]	Sub
Public money and management [print and online]	Sub
Ratification of maritime conventions [looseleaf service - Hardcopy + Online]	Sub
Rating and valuation reporter	Sub
Solicitors Journal	Sub
The Law of Insurance Contracts [looseleaf service]	Sub
Tottel's journal of immigration asylum and nationality law	Sub
Vacher's quarterly	Sub

Other publications will be required on an ad hoc basis and in varying quantities and will be as specified in the Call -Off Agreement.

FRAMEWORK SCHEDULE 2: PAYMENT AND PRICING STRUCTURE

1. GENERAL PROVISIONS

The Framework Prices set out in this Framework Schedule 2 are the maximum that the Supplier may charge pursuant to any Call-Off Agreement. For the avoidance of doubt, the provisions of this Schedule do not stop Contracting Bodies from agreeing Charges that are lower than the Framework Prices.

2. FRAMEWORK PRICES

2.1 The commercial model for this Framework Agreement shall, subject to and without prejudice to paragraph 2 (Framework Prices), be based on the fixed pricing in the tender plus any discounts agreed as part of the Call-Off Agreement

Publications	Format	
<i>example line</i>		
Benefits for Migrants Handbook	Book	
Child support handbook	Book	
CPAG's Housing Benefit and Council Tax Reduction Legislation	Book	
Disability Rights Handbook	Book	
Help with Housing Costs Volume 1: Universal Credit and Council Tax Rebates	Book	
Help with Housing Costs Volume 2: Guide to Housing Benefit	Book	
Jacobs and Douglas Child support : the legislation	Book	
Universal credit : what you need to know	Book	
Welfare benefits and tax credits handbook	Book	
Welfare rights bulletin	Sub	

Publications	Format	
<i>example line</i>		
At a glance	Book	
Costs Law Reports	Sub	

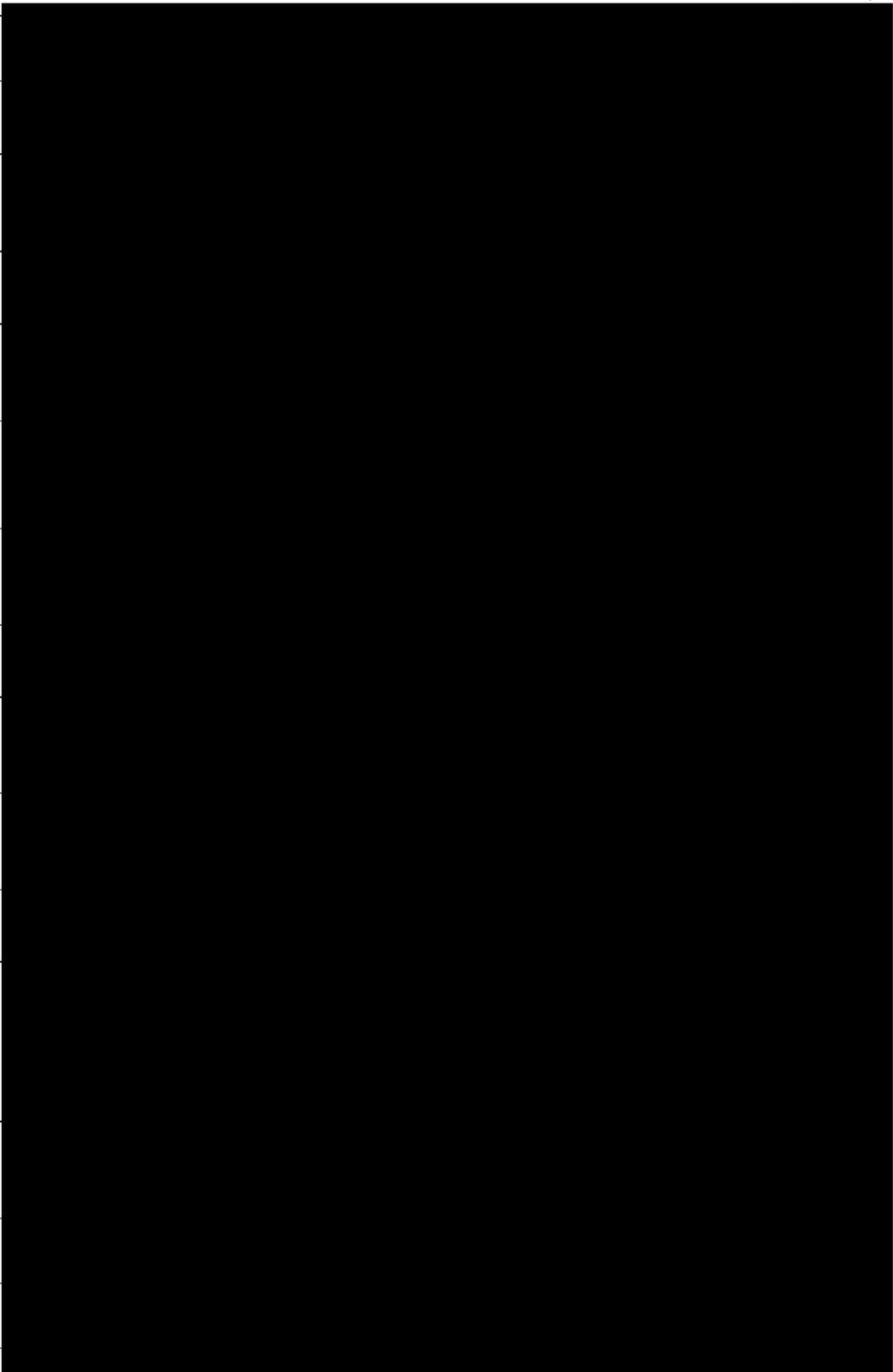
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Publications	Format	RRP Print	Discount Percentage							
			1 to 20	21 to 50	51 to 100	101 to 200	201 to 400	401 to 700	701+	
<i>example line</i>										
Industrial Cases Reports	Sub									
Law reports [consolidated index]	Sub									
Law reports [all divisions bound volume service]	Sub									
Law reports [all divisions parts only]	Sub									
Law reports [all divisions] and weekly law reports [combined subscription, parts and bound volumes]	Sub									
Law reports [all divisions] and weekly law reports [combined subscription, parts only]	Sub									
Weekly law reports [bound volume service]	Sub									
Weekly law reports [issues only]	Sub									
Weekly law reports [parts and bound volume]	Sub									

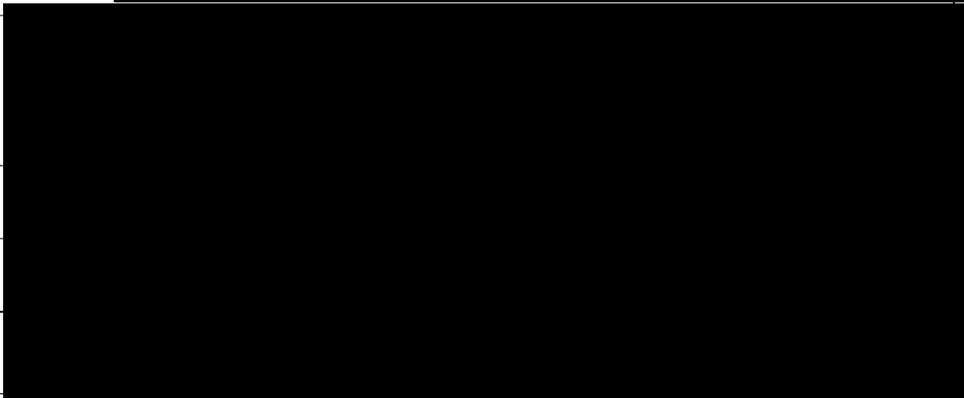
Publications	Format	ISBN	RRP	Discount Percentage						
				1 to 20	21 to 50	51 to 100	101 to 200	201 to 400	401 to 700	701 +
<i>example line</i>										
Blackstone's criminal practice: Criminal Procedure Rules and Sentencing Guidelines	Book									
Bellamy and Child : European Union law of competition	Book									
Blackstone's civil practice (book only)	Book									

Blackstone's civil practice : the commentary	Book
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Blackstone's Guide to the Consumer Rights Act	Book
Blackstone's guide to the Proceeds of Crime Act 2002	Book
Blackstone's Magistrates' Court handbook [book and eBook]	Book
Blackstone's Magistrates' Court handbook [book only]	Book
Blackstone's Magistrates' Court handbook [eBook]	Book
Blackstone's Statutes on commercial and consumer law	Book
Blackstone's Statutes on Medical Law	Book
Blackstone's Youth Court Handbook (Book & eBook)	Book
Brick Court Chambers : competition litigation UK practice and procedure	Book
Cheshire, North & Fawcett: Private International Law	Book
Company Law	Book
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Family law handbook	Book
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Wade - Administrative law	Book
Whish Competition Law	Book



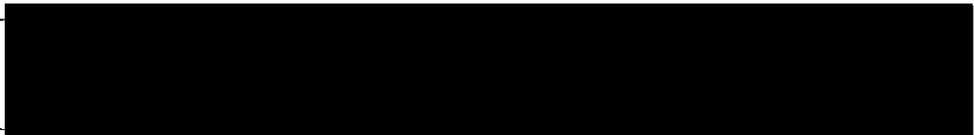
Publications	Format
<i>example line</i>	
Human rights law review	Sub
International journal of	Sub



constitutional law										
International journal of refugee law	Sub									
Journal of environmental law	Sub									
Journal of intellectual property law and practice	Sub									
Oxford journal of legal studies	Sub									
Parliamentary affairs [print and online]	Sub									
Reports of patent, design and trade mark cases	Sub									
Statute law review [print and online]	Sub									
Trusts and trustees journal [print and online]	Sub									

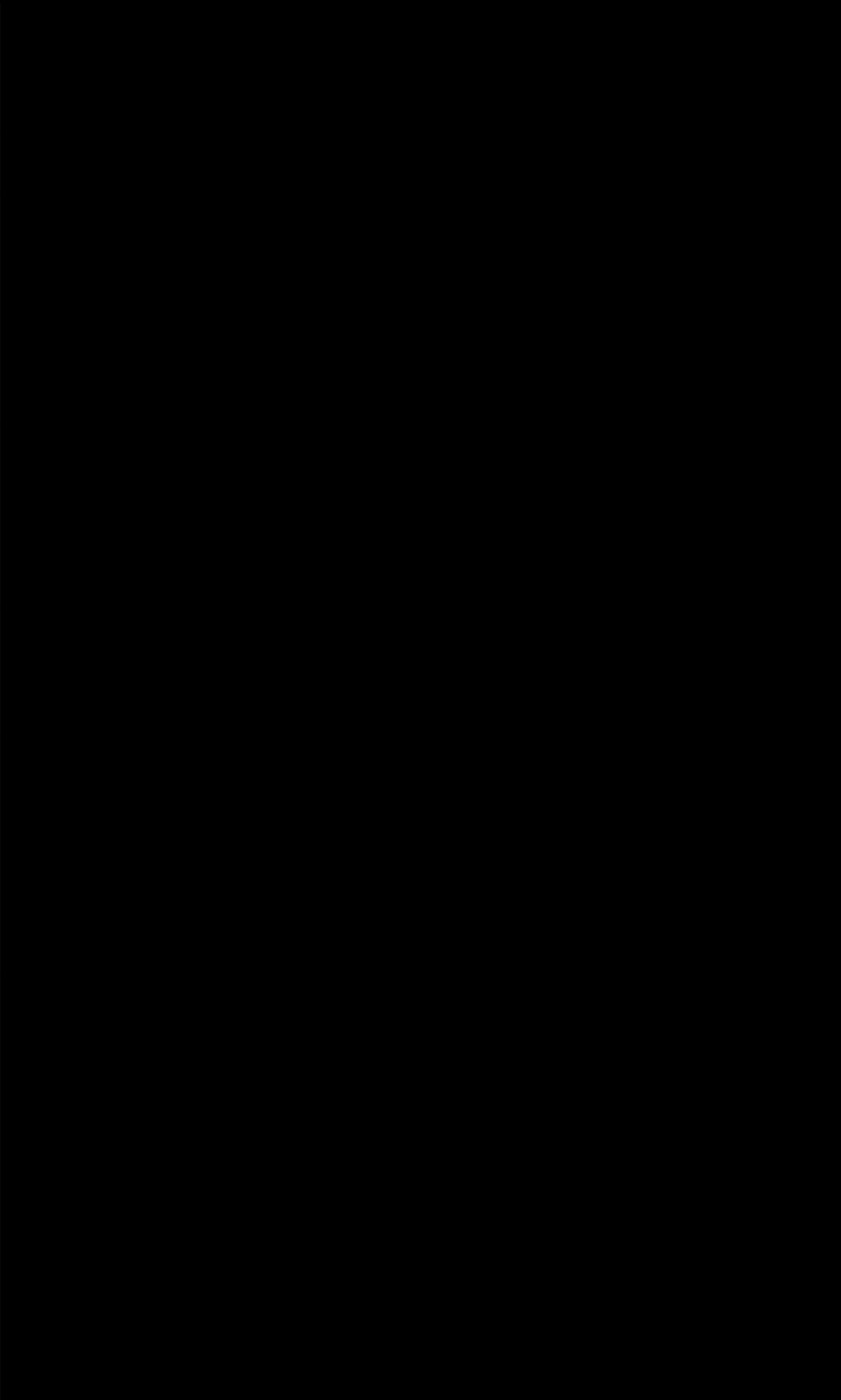
Publications	Format									
<i>example line</i>										
Banks on sentence [volume 1] (Book only)	Book									
Banks on sentence [volume 2] (Book only)	Book									
Banks on sentence [volumes 1 and 2] (Book only)	Book									
Banks on sentence [volumes 1 and 2][book and eBook]	Book									

Banks on sentence [volumes 1 and 2][eBook only]	Book
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Lot 9a - Miscellaneous Books

Publications	Format
<i>example line</i>	
Bainbridge Intellectual Property	Book
Baker, Carter & Hunter - Housing & Human Rights	Book
Briggs Civil Jurisdiction and Judgments	Book
British national formulary	Book
British national formulary	Book
Community care and the law	Book
Criminal Injuries Compensation Claims	Book
DLA and AA Case Law Pack	Book
Dods civil service companion	Book
Dods parliamentary companion	Book
Edelman and Bant's Unjust Enrichment	Book
Elderly Client Handbook	Book
Employment covenants and confidential information : law, practice and technique	Book
Good Practice in Child Care Cases	Book
Hill & Messent: CMR Contracts for the Carriage of Goods	Book



Immigration law and practice	Book
Luba : defending possession proceedings	Book
Powers : clinical negligence	Book
Practioner's Guide to the Court of Protection	Book
Starmer : european human rights law	Book
Tort Law (Taken as Maresinis & Deakin)	Book
Waterlow's solicitors' and barristers' directory	Book
Whitaker's almanack	Book
Who's Who	Book

Lot 9b - Miscellaneous Subscriptions

Publications	Format
<i>example line</i>	
Journal of community care law	Sub
Adviser Magazine	Sub
Barrister	Sub
Building Law Reports	Sub
Cambridge Law Journal	Sub
Charity law and practice review [online]	Sub
CILEx Journal	Sub
Compulsory purchase and compensation service [looseleaf service]	Sub
Court of session practice [looseleaf	Sub

service]										
Discrimination Law	Sub									
Equal opportunities review + Online (EORdirect.com)	Sub									
Estates Gazette	Sub									
Estates Gazette Law Reports	Sub									
Family Law Journal [Legalease]	Sub									
Freedom of information journal [online]	Sub									
House magazine	Sub									
International and comparative law quarterly	Sub									
International journal of children's rights	Sub									
International journal of evidence and proof	Sub									
International review of intellectual property and competition law	Sub									
Internet newsletter for lawyers	Sub									
Journal of criminal law	Sub									
Journal of elections, public opinion and parties [print and online]	Sub									
Journal of law and society [print and online]	Sub									
Journal of media law : print and online	Sub									
Journal of private international law	Sub									
Journal of social welfare and family law	Sub									

Judicial review	Sub
Juncture	Sub
Law society gazette	Sub
Lawyer	Sub
Legal action bulletin	Sub
Litigation funding	Sub
Lloyd's law reports	Sub
Lloyd's law reports : insurance and reinsurance	Sub
Magistrate	Sub
Medical Law Reports [Hardcopy + Online]	Sub
Mental health law reports	Sub
Merkin on arbitration law [looseleaf service]	Sub
Merkin on arbitration law [mainwork and looseleaf service]	Sub
Minority rights	Sub
MIT Sloan management review [online only]	Sub
Modern law review	Sub
Official journal of the European Patent Office	Sub
Privacy and data protection [online only]	Sub
Privacy laws and business [UK report and international report combined subscription]	Sub

Public money and management [print and online]	Sub	
Ratification of maritime conventions [looseleaf service - Hardcopy + Online]	Sub	
Rating and valuation reporter	Sub	
Solicitors Journal	Sub	
The Law of Insurance Contracts [looseleaf service]	Sub	
Tottel's journal of immigration asylum and nationality law	Sub	
Vacher's quarterly	Sub	
Wills and trusts law reports	Sub	

3. ADJUSTMENT OF FRAMEWORK PRICES

3.1 The Framework Prices shall only be varied:

3.1.1 due to a Specific Change in Law where the effect of that Specific Change in Law on the Goods is not known at the Commencement Date in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clauses 28.4 to 28.7 (Legislative Change) (inclusive);

3.1.2 where the Parties agree a reduction in all or part of the Framework Prices in accordance with paragraph 3 (Adjustment of Framework Prices); or

3.1.3 in accordance with paragraph 4 (Implementation of Adjusted Framework Prices).

4. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

4.1 Variations in accordance with the provisions of this Framework Schedule 2 (Payment and Pricing Structure) to the Framework Prices shall be made by the Authority to take effect:

4.1.1 in accordance with Clause 28.7 (Legislative Change) where an adjustment is made in accordance with paragraph 3.1.1 (Adjustment of Framework Prices);

4.2 For the avoidance of doubt and subject to and without prejudice to 3 (Adjustment of Framework Prices) any change to the Framework Prices implemented pursuant to this Framework Agreement 2 (Payment and Pricing Structure) are made independently of, and shall not operate so as to increase the Charges payable by a Contracting Body under a Call-Off Agreement in force at the time a change to the Framework Prices is implemented.

4.3 Any variation to the Charges payable under a Call-Off Agreement must be agreed in writing between the Supplier and the relevant Contracting Body and implemented in accordance with the provisions applicable to the Call-Off Agreement.

FRAMEWORK SCHEDULE 3: ORDERING PROCEDURE

1. AWARD PROCEDURE

1.1 If the Authority or any other Contracting Body decides to source the Goods through this Framework Agreement then it shall award its requirements in accordance with the procedure in this Framework Schedule 3 (Ordering Procedure) and the requirements of the Regulations and the Guidance.

1.2 If a Contracting Body can determine that:

1.2.1 its Requirements can be met by the Supplier as determined by the Response;

1.2.2 the Supplier provides the most economically advantageous solution in respect of the Contracting Body's Requirements;

1.2.3 all of the terms of the proposed contract are laid down in this Framework Agreement and the Call-Off Terms, and neither require amendment or any supplementary terms and conditions; and

1.2.4 the Goods can be provided at the framework pricing agreed

then the Contracting Body may place an Order in accordance with the direct ordering procedure set out in paragraph 2 below.

1.3 A Contracting Body shall be entitled to share information relating to Orders that it places with the Supplier, pricing information and the terms of any Call-Off Agreement with the Authority or any other Public Body from time to time, subject always to the provisions of Clause 16 (Confidentiality).

2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1.2 (Award Procedure) above, any Contracting Body ordering Goods under the Framework without holding a further competition shall:

2.1.1 develop a clear set of Requirements setting out its requirements for the receipt of Goods or any part thereof;

2.1.2 apply the Direct Award Criteria to the Goods for all Suppliers capable of meeting the Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and

2.2 on the basis set out above, award its Requirements by placing an Order with the successful Framework Supplier in accordance with paragraph 5 (Form of Order) below.

3. NO AWARD

Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in paragraph 2 (Direct Ordering Without Further Competition) the Contracting Body shall be entitled at all times to decline to make an award for its Requirements. Nothing in this Framework Agreement shall oblige any Contracting Body to place any Order for the Goods.

4. RESPONSIBILITY FOR AWARDS

4.1 The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call-Off Agreements under the Framework and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

4.1.1 the conduct of other Contracting Bodies in relation to the Framework; or

4.1.2 the performance or non-performance of any Call-Off Agreements between the Supplier and other Contracting Bodies entered into pursuant to the Framework.

5. **FORM OF ORDER**

- 5.1 Subject to paragraphs 1 to 4 (inclusive), each Contracting Body may place an Order with the Supplier by serving an order in writing in substantially the form set out in Part 1 of Framework Schedule 5 (Order and Call-Off Terms).
- 5.2 The Contracting Body, in placing an Order pursuant to paragraph 5.1 (Form of Order) above, shall enter into a Call-Off Agreement with the Supplier for the provision of Goods referred to in that Order. A Call-Off Agreement shall be effective from the commencement date that is specified in that Call-Off Agreement.

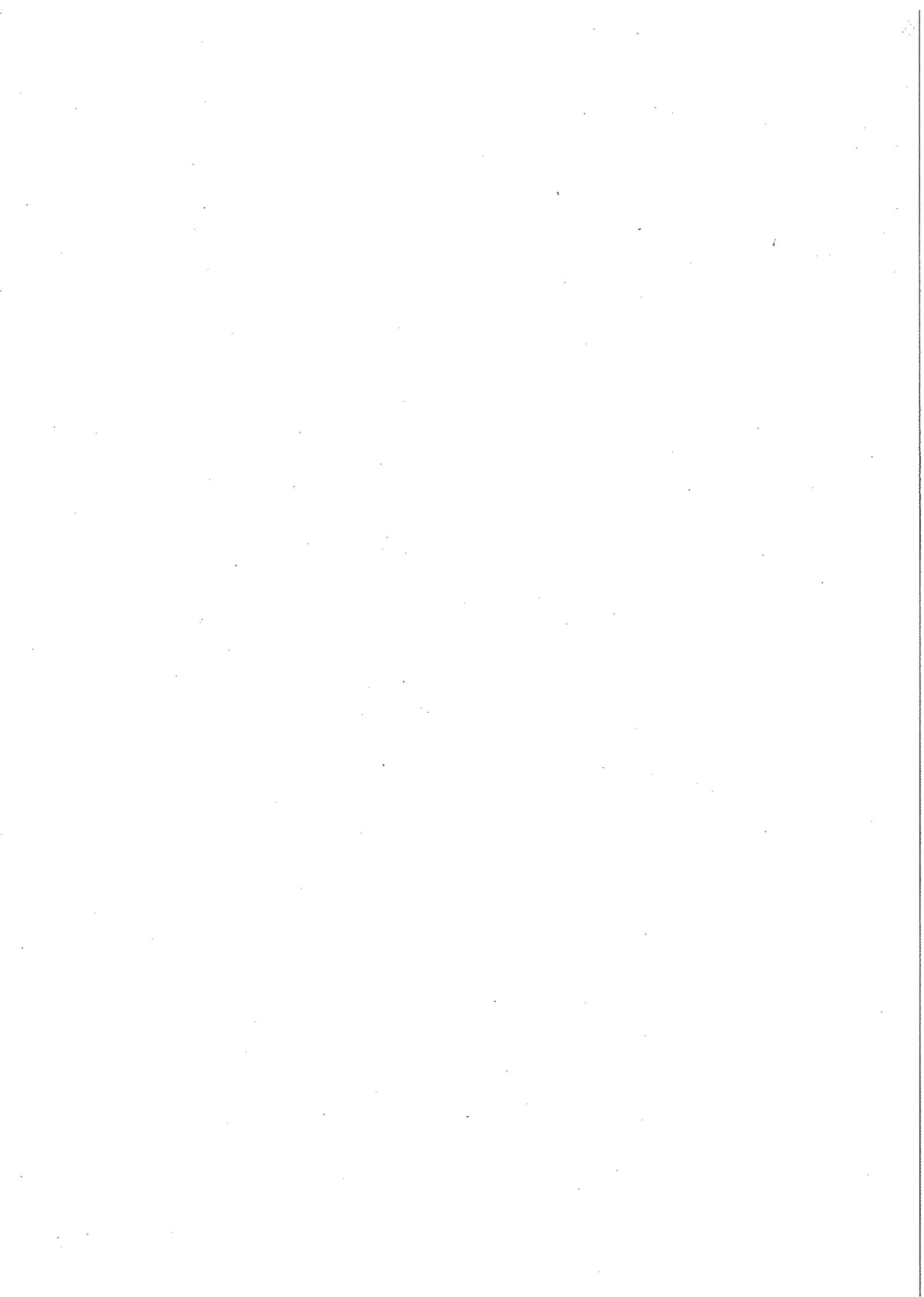
FRAMEWORK SCHEDULE 4: AWARD CRITERIA

Part 1

DIRECT AWARD CRITERIA

Contracting Bodies who adopt this process must apply the following criteria:

- the requirements set out in paragraph 1.2 of Framework Schedule 3 (Ordering Procedure) have been determined;
- the Service Requirements are:
 - for the provision of the same or substantially similar Goods (as set out in Framework Schedule 1 (Goods)) previously awarded to the Supplier; and
 - for the provision of Goods in respect of the same matter or project as the previously awarded Goods previously awarded to the Supplier; and
- the Charges for the required Goods are capable of being determined and such Charges shall not exceed five million pounds (£5,000,000) over the term of the relevant Call-Off Agreement.



FRAMEWORK SCHEDULE 5: ORDER AND CALL-OFF TERMS

Part 1

Pro Forma Order

Date	[REDACTED]	Order Reference	[REDACTED]
------	------------	-----------------	------------

FROM:

Contracting Body	[REDACTED]	"Customer"
Contracting Body's Address	[REDACTED]	
Invoice Address	[REDACTED]	
Principal Contact	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]	

TO:

Supplier	[REDACTED]	"Supplier"
Supplier's Address	[REDACTED]	
Account Manager	[REDACTED]	

1. GENERAL

- 1.1 This Order is entered into pursuant to the Framework Agreement.
- 1.2 This Order incorporates the Call-Off Terms (as amended herein) and constitutes a separate contract between the parties set out above.
- 1.3 In this Order (except where the context otherwise requires), words and phrases shall have the meaning set out in the Framework Agreement and this Call-Off Agreement or as otherwise defined in this Order.

2. TERM

- 2.1 **Commencement Date**
This Call-Off Agreement commences on: [REDACTED]
- 2.2 **Expiry Date**
[The term of the Call-Off Agreement should be for a period of no longer than 4 years.]
This Call-Off Agreement shall expire on [REDACTED] unless terminated earlier in accordance with the Call-Off Terms or otherwise at Law.
- 2.3 **Goods Requirements**
 - 1.3.1 This Order is for the provision of the Goods by the Supplier to the Customer to meet the Customer's Service Requirements, such Service Requirements being set out below:
[REDACTED]

3. PAYMENT

- 3.1 **Payment Profile**
[Pricing will be based on the pricing structure set out in Framework Schedule 2 (Payment and Pricing Structure) any additional agreed discounts to be inserted here.]

3.2 Invoicing

[The following provision may need to be amended to include the raising of invoices in respect of charges for transition activities.]

The Supplier shall raise its invoice for the Charges Monthly in arrears.

3.3 Invoice format

The Supplier shall issue electronic / paper invoices to the following address:

For the attention of: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

3.4 Payment Terms

Payment shall be made by BACS to the following account details:

Account Name: [REDACTED]

Bank name and address: [REDACTED]

Sort Code: [REDACTED]

Account Number: [REDACTED]

3.5 Liquidated Damages

[If the Supplier is required to perform transition activities, insert the amount of liquidated damages payable in the event of delays. These will accrue on a daily basis as per the Call-Off Terms.]

4. LIABILITY

4.1 The Supplier's Limit on Liability

[

The number to be inserted at (a) should be a number which reflects the value of goods to be provided as multiplied by the percentage in (b).]

Subject to provisions of Clause 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Supplier under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:

(a) £[REDACTED]; or

(b) 150% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Goods under this Call-Off Agreement.

For the avoidance of doubt, the Parties acknowledge and agree that this Clause shall not limit the Supplier's liability under the Framework Agreement which liability shall be governed by the terms of the Framework Agreement.

4.2 The Customer's Limit on Liability

The number to be inserted at (a) should be a number which reflects the percentage value of Goods to be performed as set out in (b).]

Subject to provisions of Clauses 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Customer under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:

(a) £[REDACTED]; or

(b) [50%] of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Goods under this Call-Off Agreement. (For the avoidance of doubt, this does not affect the Customer's obligation to pay properly invoiced sums in accordance with this Call-Off Agreement).

For the avoidance of doubt, the Parties acknowledge and agree that where the Customer and the Authority are the same entity, this Clause shall not limit the Authority's liability under the Framework Agreement, which liability shall be governed by the terms of the Framework Agreement.

5. INSURANCE

5.1 Minimum Insurance Period and Insurance Requirements

The Supplier shall maintain the following insurances throughout the duration of this Call-Off Agreement and for a period of [redacted] years following the expiration or earlier termination of this Call-Off Agreement:

- ⁶ professional indemnity insurance with a minimum limit of indemnity of £[redacted] for each individual claim;
- employers' liability insurance with a minimum limit of £[redacted].

6. PROVISION OF THE GOODS, TRANSITION ACTIVITIES AND DELIVERABLES

[Insert any provisions or requirements specific to the provisions of the Goods such as timescales, , required delivery dates etc]

If any transition activities are required, a transition plan setting out those activities and timescales by when they should be complete, should be agreed and attached to this Order.

If the Customer wishes to have the right to claim liquidated damages for delays to transition activities, then a long stop date for timescales should be included in the transition plan

7. SPECIAL TERMS

[Insert any amendments to the Call-Off Terms or additional provisions but only to the extent permitted under the procurement regulations.]

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter into a legally binding contract with the Customer to provide the Goods. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:

Name and Title	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Position	
Signature	
Date	

OFFICIAL - SENSITIVE

Part 2

Call-Off Terms

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1	DEFINITIONS AND INTERPRETATIONS
2	INITIAL CONTRACT PERIOD
3	SUPPLIER'S OBLIGATIONS
4	CUSTOMER'S OBLIGATIONS
5	SCOPE OF CALL-OFF AGREEMENT
6	NOTICES
7	MISTAKES IN INFORMATION
8	CONFLICTS OF INTEREST
9	PREVENTION OF BRIBERY AND CORRUPTION AND TAX NON-COMPLIANCE
9A	SAFEGUARD AGAINST FRAUD
9B	GOODS
9C	TRANSITION
10	CALL-OFF AGREEMENT PRICE
11	PAYMENT AND VAT
12	RECOVERY OF SUMS DUE
13	PRICE ADJUSTMENT ON EXTENSION OF THE INITIAL CALL-OFF PERIOD
14	EURO
15	DISCRIMINATION
16	THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
17	CUSTOMER DATA
18	PROTECTION OF PERSONAL DATA
19	FREEDOM OF INFORMATION
20	CONFIDENTIALITY
21	OFFICIAL SECRETS ACTS
22	PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES
23	INTELLECTUAL PROPERTY RIGHTS
24	MONITORING
25	AUDIT
26	ASSIGNMENT AND SUB-CONTRACTING
27	WAIVER AND CUMULATIVE REMEDIES
28	VARIATION
29	SEVERABILITY
30	NOT USED
31	EXTENSION OF INITIAL CALL-OFF PERIOD
32	ENTIRE AGREEMENT
33	COUNTERPARTS
34	INDEMNITY AND INSURANCE
35	WARRANTIES AND UNDERTAKINGS
36	DEFAULT, DISRUPTION AND TERMINATION
37	TERMINATION FOR CONVENIENCE
38	CONSEQUENCES OF EXPIRY OR TERMINATION
39	DISRUPTION
40	RECOVERY UPON TERMINATION
41	FORCE MAJEURE
42	GOVERNING LAW
43	DISPUTE RESOLUTION
	SPECIFICATION SCHEDULE
	TRANSFER OF UNDERTAKINGS SCHEDULE
	INFORMATION SECURITY SCHEDULE

STANDARD TERMS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these Call-Off Terms words and phrases shall have the meaning set out in the Framework Agreement unless otherwise defined below or otherwise in these Call-Off Terms:

"**Approval**" means the written consent of the Customer.

"**Call-Off Agreement Price**" means the amount (exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call-Off Agreement, as set out in the Order forming part of this Call-Off Agreement, before taking into account the effect of any price adjustment, for the full and proper performance by the Supplier of its obligations under this Call-Off Agreement.

"**Call-Off Commencement Date**" means the date specified in the Order forming part of this Call-Off Agreement.

"**Call-Off Period**" means the period commencing on the Call-Off Commencement Date and expiring on:

- (a) the date of expiry set out in Clause 2 (Initial Call-Off Period); or
- (b) following an extension pursuant to Clause 31 (Extension of Initial Call-Off Period), the date of expiry of the extended period;

or such earlier date of termination or partial termination of this Call-Off Agreement in accordance with the Law or the provisions of this Call-Off Agreement.

"**Condition**" means a condition of this Call-Off Agreement.

"**Confidential Information**" means the Customer Confidential Information and/or the Supplier's Confidential Information but does not include any information which relates to:

- (a) the Supplier's performance under this Call-Off Agreement; or
- (b) the Supplier's failure to pay any sub-contractor as required pursuant to Clause 11.7.

"**Contractors' Personnel Vetting Procedure**" means the Customer's procedures for the vetting of Supplier Staff, as advised to the Supplier by the Customer.

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

"**Customer**" means the Contracting Body identified as such in the Order forming part of this Call-Off Agreement.

"**Customer Confidential Information**" means all Customer Personal Data and any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Customer, including all Intellectual Property Rights, together with all information derived from any of the above, and any other information of the Customer clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked "confidential").

"**Customer Data**" means:

- (c) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the Supplier by or on behalf of the Customer;
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Agreement; or
- (d) any Personal Data for which the Customer is the Data Controller.

"**Customer Personal Data**" means the Personal Data supplied by the Customer to the Supplier for the purposes of or in connection with this Call-Off Agreement.

"**Customer Representative**" means the representative appointed by the Customer from time to time in relation to this Call-Off Agreement.

"**Data Subject**" has the meaning given under the Data Protection Act 1998.

"**Default**" means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or in the case of the Supplier, the Supplier Staff or in the case of the Customer, its Personnel, in connection with or in relation to the subject matter of this Call-Off Agreement and in respect of which such Party is liable to the other.

"**Deliverable**" means a deliverable required by the Customer to be provided by the Supplier as part of the Transition Activities.

"**Equalities Provisions**" means the provisions set out in Clause 12 of the Framework Agreement.

"**Equipment**" means the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under this Call-Off Agreement.

"**Force Majeure**" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (e) any industrial action occurring within the Supplier's or any sub-contractor's organisation;
- or
- (f) the failure by any sub-contractor to perform its obligations under any sub-contract.

"**Fraud**" means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;

"**Goods**" means the Goods to be supplied as detailed in the Specification Schedule.

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

"**Information Security Schedule**" means the Schedule setting out the Customer's security requirements.

"**Initial Call-Off Period**" means the period commencing on the Call-Off Commencement Date and expiring on the date of expiry set out in Clause 2 (Initial Call-Off Period), or such earlier date of termination of this Call-Off Agreement in accordance with the Law or the provisions of this Call-Off Agreement.

"**Know-How**" means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods or any part thereof but excluding know-how already in the Supplier's or the Customer's possession before the Call-Off Commencement Date.

"**Long Stop Date**" means the date described as such in the Order forming part of this Call-Off Agreement.

"**Order**" means the order entered into between the Parties pursuant to the Framework Agreement for the

provision of Goods under these Call-Off Terms.

"Party" means a party to this Call-Off Agreement and "Parties" shall be interpreted accordingly.

"Personal Data" shall have the same meaning as set out in the Data Protection Act 1998.

"Personnel" means all employees, agents, consultants and sub-contractors of either Party (as the context requires).

"Property" means the property, other than the real property, issued or made available to the Supplier by the Customer in connection with this Call-Off Agreement.

"Quality Standards" means the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, together with any quality standards further detailed in the Specification.

"Receipt" means the physical or electronic arrival of the invoice at the address of the Customer detailed at Clause 6.4 or at any other address given by the Customer to the Supplier for the submission of invoices.

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

"Replacement Contractor" means any third party service provider appointed by the Customer to supply any Goods which are substantially similar to any of the Goods or any part thereof, and which the Customer receives in substitution for any of the Goods following the expiry, termination or partial termination of this Call-Off Agreement.

"Schedule" means a schedule attached to these Call-Off Terms, and forming part of, this Call-Off Agreement.

"Specification" means the description of the Goods to be supplied under this Call-Off Agreement as set out in the Specification Schedule including, where appropriate, the Key Personnel and the Quality Standards.

"Supplier" means the entity identified as such in the Order forming part of this Call-Off Agreement and who is also a party to the Framework Agreement.

"Supplier Representative" means the representative appointed by the Supplier from time to time in relation to this Call-Off Agreement.

"Supplier's Confidential Information" means any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including Intellectual Property Rights, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked as "confidential").

"Transition Activities" means the activities required by the Customer to be conducted by the Supplier pursuant to Clause 9C.1.1.

"Transition Plan" means the plan to be created by the Supplier in accordance with Clause 9C.1.2.

1.2 Interpretation

The interpretation and construction of this Call-Off Agreement shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter and vice versa;

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- 1.2.3 the words "include", "includes", "including", "for example" and "in particular" and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Call-Off Agreement);
- 1.2.6 headings are included in this Call-Off Agreement for ease of reference only and shall not affect the interpretation or construction of this Call-Off Agreement;
- 1.2.7 references in this Call-Off Agreement to any Clause, sub-Clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, this Call-Off Agreement so numbered;
- 1.2.8 references in a Schedule to any paragraph or further designation shall be construed as a reference to the paragraph of the relevant Schedule so numbered;
- 1.2.9 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
- 1.2.10 in the event and to the extent only of any conflict between the Clauses and the Schedules, the following order of precedence shall apply:
- (a) the Clauses;
 - (b) the Schedules; and
 - (c) any documents referred to in the Schedules.

2. INITIAL CALL-OFF PERIOD

- 2.1 This Call-Off Agreement shall take effect on the Call-Off Commencement Date and shall expire automatically on the date specified in the Order forming part of this Call-Off Agreement, unless it is terminated earlier or extended under Clause 31.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall employ at all times a sufficient number of Supplier Staff to fulfil its obligations under this Call-Off Agreement. All Supplier Personnel shall possess competence appropriate to the tasks for which they are employed..
- 3.2 The Supplier shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Goods has not been specified in this Call-Off Agreement, the Supplier shall agree the relevant standard of the Goods with the Customer prior to the supply of the Goods and, in any event, the Supplier shall perform its obligations under this Call-Off Agreement in accordance with the Law and Good Industry Practice. The Supplier shall ensure that all Supplier Staff supplying the Goods shall do so with all due skill, care and diligence as are necessary for the proper supply of the Goods.

- 3.3 The Customer, whose decision shall be final and conclusive, reserves the right under this Call-Off Agreement to refuse to admit to, or to withdraw permission to remain on, any Premises occupied by or on behalf of the Customer in respect of:
- 3.3.1 any member of the Supplier Staff; or
- 3.3.2 any person employed or engaged by a sub-contractor, agent or servant of the Supplier, whose admission or continued presence would be, in the opinion of the Customer, undesirable.
- 3.4 If and when directed by the Customer, the Supplier shall provide a list of the names of all persons who it is expected may require admission in connection with this Call-Off Agreement to any premises occupied by or on behalf of the Customer, specifying the capacities in which they are concerned with this Call-Off Agreement and giving such other particulars as the Customer may reasonably desire.
- 3.5 The Supplier Staff, engaged within the boundaries of a Government establishment, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of Supplier Staff when at that establishment and when outside that establishment.
- 3.6 The Supplier shall not employ any person where the Supplier knows, or by reason of the circumstances might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of Social Security benefits or tax exemptions in connection with his employment by the Supplier. The Supplier shall not make, facilitate or participate in the procurement of any unlawful payments to any person employed by the Supplier, whether in the nature of Social Security fraud, evasion of tax or otherwise.
- 3.7 The Supplier's obligation for delivery of eBooks to Customer shall be fulfilled when delivered to Kortext Limited.
- 3.8 The Supplier shall be subject to the provisions of the Schedules to this Call-Off Agreement.

4. CUSTOMER'S OBLIGATIONS

- 4.1 Subject to reasonable notification by the Supplier of its requirements, the Customer shall give to the Supplier such instructions and/or decisions as pursuant to this Call-Off Agreement are required to be given by the Customer at such a time and in such a manner as shall enable the Supplier properly to perform its obligations under this Call-Off Agreement.
- 4.2 The Customer shall supply or make available to the Supplier, without charge, such information as it is required to provide in accordance with the Specification in such time so as not to delay or disrupt the performance of the Supplier's duties under this Call-Off Agreement.
- 4.3 Subject to Clauses 3.3, and 9B.3, the Customer shall provide reasonable access to areas of land and building (including details of any restrictions) as stated in the Specification to enable the Supplier to carry out this Call-Off Agreement.
- 4.4 The Customer may provide site facilities to the Supplier for the carrying out of this Call-Off Agreement, which, if required, shall be as detailed and on such terms as set out in the Specification.
- 4.5 The Customer shall be subject to the provisions of the Schedules to this Call-Off Agreement as applicable.

5. SCOPE OF CALL-OFF AGREEMENT

- 5.1 At all times during the Call-Off Period the Supplier shall be an independent contractor and nothing in this Call-Off Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Customer and the Supplier and accordingly

neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Call-Off Agreement.

5.2 Other than as set out in this Call-Off Agreement, the Supplier agrees and acknowledges that it has not been given any rights of exclusivity or any volume guarantees whatsoever in relation to the volume of the Goods provided under this Call-Off Agreement.

6. **NOTICES**

6.1 Any notices given under or in relation to this Call-Off Agreement shall be in writing by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, by facsimile transmission or by electronic mail (confirmed by letter) to the address or facsimile number and for the attention of the relevant Party set out in Clause 6.4 or to such other address or facsimile number as that Party may have stipulated in accordance with Clause 6.4.

6.2 A notice shall be deemed to have been received:

6.2.1 if delivered personally, at the time of delivery;

6.2.2 in the case of pre-paid first class post, special or other recorded delivery two (2) Working Days from the date of posting; and

6.2.3 in the case of electronic communication, two (2) Working Days after posting of a confirmation letter.

6.3 In proving service, it shall be sufficient to prove that personal delivery was made, or (including for the purposes of electronic mail confirmation letter) that the envelope containing the notice was addressed to the relevant Party set out in Clause 6.4 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as prepaid first class post, recorded signed-for delivery or pre-paid airmail letter and in the case of facsimile, that a transmission report generated from a facsimile machine evidences that the facsimile was transmitted to the relevant facsimile number.

6.4 For the purposes of Clause 6.1, the postal address, facsimile number and email address of each Party shall be:

6.4.1 for the Customer:

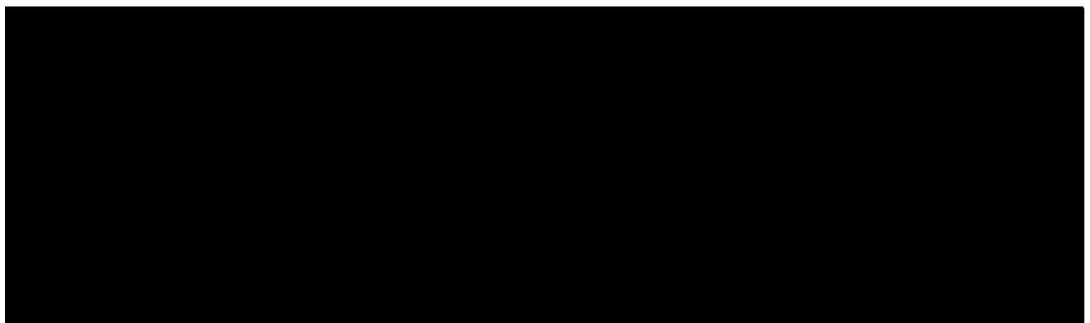
[REDACTED]

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

6.4.2 for the Supplier:



6.5 Either Party may change its address for service by serving a notice in accordance with this Clause 6.

6.6 For the avoidance of doubt, any notice given under this Call-Off Agreement shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

7. MISTAKES IN INFORMATION

7.1 The Supplier shall be responsible for the accuracy of all documentation and information supplied to the Customer by the Supplier in connection with the supply of the Goods and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

7.2 The Supplier acknowledges that it has:

7.2.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;

7.2.2 raised all relevant due diligence questions with the Customer before the Call-Off Commencement Date;

7.2.3 satisfied itself that it has sufficient information to ensure that it can provide the Goods; and

7.2.4 entered into this Call-Off Agreement in reliance on its own due diligence alone.

7.3 Without prejudice to Clause 7.3, the Supplier shall:

7.3.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Customer are accurate; and

7.3.2 notify the Customer immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Customer.

8. CONFLICTS OF INTEREST

8.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Supplier Staff is placed in a position where, in the reasonable opinion of the Customer:

8.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of this Call-Off Agreement; or

8.1.2 the behaviour of the Supplier or the Supplier Staff is not in the Customer's best interest or might adversely affect the Customer's reputation.

The Supplier will as soon as reasonably practicable disclose to the Customer full particulars of any behaviour which might give rise to the acts complained of in sub-Clauses 8.1.1 or 8.1.2.

8.2 The Customer reserves the right to terminate this Call-Off Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict or potential conflict, between the financial or personal interests of the Supplier or the Supplier Staff and the duties owed to the Customer under the provisions of this Call-Off Agreement. The actions of the Customer pursuant to this Clause shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Customer.

9. **PREVENTION OF BRIBERY AND CORRUPTION AND TAX NON-COMPLIANCE**

Bribery and Corruption

9.1 The Supplier shall not:

9.1.1 offer or give, or agree to offer or give, any gift or other consideration of any kind to any employee, agent, servant or representative of the Customer, which gift or consideration could act as an inducement or a reward for any act or failure to act in relation to this Call-Off Agreement or any other contract with the Customer; or

9.1.2 engage in and shall procure that all Supplier Staff or any person acting on the Supplier's behalf shall not commit, in connection with this Call-Off Agreement or any other contract with the Customer or any other Contracting Body, a Prohibited Act.

9.2 The Supplier warrants and undertakes to the Customer that it has not:

9.2.1 in entering into this Call-Off Agreement breached the undertakings in Clause 9.1;

9.2.2 paid commission or agreed to pay commission to the Customer, any other Contracting Body or any other Public Body or any person employed by or on behalf of the Customer, in connection with this Call-Off Agreement; or

9.2.3 entered into this Call-Off Agreement with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer in connection with this Call-Off Agreement, or any other Contracting Body, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer before execution of this Call-Off Agreement.

9.3 The Supplier shall:

9.3.1 in relation to this Call-Off Agreement, act in accordance with the Ministry of Justice Guidance;

9.3.2 immediately notify the Customer if it suspects or becomes aware of any breach of this Clause 9; and

9.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this Clause 9 and the Supplier shall co-operate with any investigation and allow the Customer to audit the Supplier's books, records and any other relevant documentation in connection with the breach.

9.4 If the Supplier, the Supplier Staff or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, breaches Clause 9.1 the Customer shall be entitled to terminate this Call-Off Agreement by serving on the Supplier notice in writing with effect from the date specified in that notice.

9.5 Without prejudice to its other rights and remedies under this Clause 9, the Customer shall be entitled to recover the amount of value of any such gift, consideration or commission in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from and against any other loss sustained by the Customer in consequence of any breach of this Clause 9.

Promoting Tax Compliance

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

9.6.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

9.6.2 promptly provide to the Customer:

- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

9A SAFEGUARD AGAINST FRAUD

9A.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier or the Supplier Staff.

9A.2 The Supplier shall immediately notify the Customer in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

9A.3 If the Supplier or the Supplier Staff commits Fraud, the Customer may:

9A.3.1 terminate this Call-Off Agreement in accordance with Clause 36.2 and recover from the Supplier the amount of any loss suffered by the Customer resulting from such termination, including the costs reasonably incurred by the Customer of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Customer throughout the remainder of the Call-Off Period; or

9A.3.2 recover in full from the Supplier, and the Supplier shall on demand indemnify in full and hold the Customer harmless from and against, any other loss sustained by the Customer in consequence of any breach of this Clause 9A.

9B THE GOODS

9B.1 General

9B.1.1 In consideration of the payment of the Call-Off Agreement Price, the Supplier shall supply the Goods during the Call-Off Period in accordance with the Customer's requirements as set out in the Specification and the Tender and the provisions of this Call-Off Agreement.

9B.1.2 Without prejudice to the Customer's rights in Clause 9C.2, if the Customer informs the Supplier in writing that the Customer reasonably believes that any part of the Goods do not meet the requirements of this Call-Off Agreement or differ in any way from those requirements, and this is other than as a result of a Default by the Customer, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of this Call-Off Agreement within such reasonable time as may be specified by the Customer.

9B.1.3 Timely supply of the Goods shall be required, and the Supplier shall meet the requirements stated in the Specification, and in relation to commencing the supply of the Goods within the time agreed or on any specified date.

9B.2 NOT USED

9B.3 Remedies in the Event of Inadequate Performance

9B.3.1 Where a complaint is received about the standard of the Goods or about the manner in which any Goods have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under this Call-Off Agreement, then the Customer shall notify the Supplier, and where considered appropriate by the Customer, investigate the complaint.

The Customer may, in its sole discretion, uphold the complaint and take further action in accordance with Clause 36.7.

9B.3.2 In the event that the Customer is of the reasonable opinion that the Supplier is in Default in relation to the performance of their obligations under this Call-Off Agreement, then the Customer may withhold from payment or recover from the Supplier any payment attributable to the Default or non conforming Goods, which shall be paid or reimbursed on rectification of the Default to the reasonable satisfaction of the Customer.

9B.3.3 In the event that the Customer is of the reasonable opinion that there has been a material Default of this Call-Off Agreement by the Supplier, then the Customer may, without prejudice to its rights under Clause 36 or otherwise at Law, do any of the following:

9B.3.3.1 without terminating the whole of this Call-Off Agreement, terminate this Call-Off Agreement in respect of part delivery of the Goods only (whereupon a corresponding reduction in the Call-Off Agreement Price shall be made) and thereafter itself provide or procure a third party to provide such part of the Goods; and/or

9B.3.3.2 terminate, in accordance with Clause 36, the whole of this Call-Off Agreement.

9B.3.4 If the Supplier fails to supply any of the Goods in accordance with the provisions of this Call-Off Agreement and such failure is capable of remedy, then the Customer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days or such other period of time as the Customer may direct.

9B.3.5 In the event that:

9B.3.5.1. the Supplier fails to comply with Clause 9B.7.4 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

9B.3.5.2. the Supplier persistently fails to comply with Clause 9B.7.4 above;

the Customer may terminate this Call-Off Agreement (or that part of this Call-Off Agreement) with immediate effect by notice in writing.

9B.3.6 the remedies of the Customer under this Clause 9B.6 may be exercised successively in respect of any one or more failures by the Supplier.

9C TRANSITION

9C.1 Transition Planning

9C.1.1 If the Customer requires the Supplier to supply Goods which, immediately prior to the commencement of this Call-Off Agreement, were provided to the Customer by a third party supplier the Customer may require the Supplier to conduct activities to ensure a smooth transition of those Goods from that third party supplier to the Supplier. The Supplier shall conduct any such Transition Activities in accordance with the Transition Plan and the timescales set out therein.

9C.1.2 The Supplier shall deliver a draft Transition Plan in accordance with any timescales reasonably requested by the Customer for the Customer's approval. The draft Transition Plan shall be sufficiently detailed as is necessary to manage and conduct the Transition Activities effectively.

9C.1.3 Once approved, the Supplier shall monitor the completion of the Transition Activities against the Transition Plan.

9C.2 Delays to Transition

9C.2.1 If the Supplier becomes aware that there is or there is likely to be a delay ("**Delay**") in the conducting of the Transition Activities or the provision of Deliverables, the Supplier shall notify the Customer promptly upon becoming aware and the Supplier shall, when required by the Customer, take such steps as may be reasonably necessary and as the Customer approves, to mitigate any delay in the conducting of the Transition Activities and/or the provision of Deliverables by the dates set out in the Transition Plan. The Supplier shall not be entitled to any additional payment for taking such steps.

9C.2.2 If there is a Delay, the Customer may elect at its sole discretion to do any of the following:

- (a) revise any timescales set out in the Transition Plan to a later timescale;
- (b) claim liquidated damages in the amounts set out in the Order forming part of this Call-Off Agreement until the Long Stop Date; or
- (c) terminate this Call-Off Agreement.

9C.2.3 The Parties agree that liquidated damages set out in the Order forming part of this Call-Off Agreement represent a genuine pre-estimate of loss which may be incurred by the Customer for any Delay. Such liquidated damages may be recovered by the Customer in its sole discretion either as a sum of money payable by the Supplier or as a credit against any sum of money which is or may subsequently become due to the Supplier under this Call-Off Agreement.

9C.2.4 Liquidated damages will accrue on a daily basis from the relevant date set out in the Transition Plan until either the Long Stop Date or the date on which the Transition Activity or Deliverable is met, whichever is the earlier.

9C.2.5 Nothing in this Call-Off Agreement shall be construed as preventing or limiting the exercise by the Customer of any rights and remedies which it may have under this Call-Off Agreement or otherwise at Law (whether in contract, tort or otherwise) in addition to its right to claim liquidated damages.

9C.2.6 If a Delay is attributable in part to a Default by the Supplier and in part to a Default by the Customer, the Parties shall negotiate in good faith with a view to agreeing, in writing, a fair and reasonable apportionment of responsibility to the Delay, a proportionate amount of any liquidated damages set out in the Order forming part of this Call-Off Agreement and any revisions to the timescales set out in the Transition Plan.

PAYMENT AND CONTRACT PRICE

10. CALL-OFF AGREEMENT PRICE

10.1 In consideration of the performance by the Supplier of the Supplier's obligations under this Call-Off Agreement, the Customer shall pay the Call-Off Agreement Price in accordance with Clause 11 below.

10.2 The Customer shall, in addition to this Call-Off Agreement Price and following Receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable (where applicable) on the value of the Goods supplied in accordance with this Call-Off Agreement.

11. PAYMENT AND VAT

11.1 The Supplier shall ensure that each invoice contains all appropriate references, including the date of the invoice, the Supplier's name and address, the Supplier's banking details, the relevant

purchase order number supplied by the Customer, a relevant jLIS Order Reference the agreed payment and a detailed breakdown of the Goods supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

- 11.2 The Supplier shall add VAT to the Call-Off Agreement Price at the prevailing rate where applicable.
- 11.3 The Customer shall pay all sums due to the Supplier within thirty (30) days of Receipt of a valid undisputed invoice, submitted in accordance with the requirements set out in the Order forming party of this Call-Off Agreement. The Customer shall make payment by BACS to the bank account details set out in the Order forming part of this Call-Off Agreement.
- 11.4 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call-Off Agreement. Any amounts due under this Clause 11.4 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 11.5 The Customer may reduce payment in respect of any Goods which the Supplier has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Customer.
- 11.6 The Customer shall pay Interest on the late payment of any undisputed sums of money properly invoiced.
- 11.7 The Supplier shall pay any undisputed sums which are due from it to a sub-contractor within thirty (30) days from receipt of a valid invoice.
12. **RECOVERY OF SUMS DUE**
- 12.1 Whenever under this Call-Off Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any Default), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Customer under this Call-Off Agreement or under any other agreement or contract with the Customer or the Crown.
- 12.2 Any overpayment by either Party, whether of this Call-Off Agreement Price or of VAT, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 12.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
13. **NOT USED**
14. **EURO**
- 14.1 Any legislative requirement to account for the Goods in Euro (or to prepare for such accounting), instead of and/or in addition to Pounds Sterling £, shall be implemented by the Supplier at nil charge to the Customer.
- 14.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 14.1 by the Supplier.

STATUTORY OBLIGATIONS AND REGULATIONS

15. **DISCRIMINATION**

- 15.1 The Supplier shall provide such information as the Customer may reasonably require for the purpose of assessing the Supplier's compliance with the Equalities Provisions.
- 15.2 The Supplier shall notify the Customer immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Supplier or its sub-contractors in respect of any aspect of the subject matter of the Equalities Provisions.
- 15.3 In the event of any finding of unlawful discrimination being made against the Supplier or its sub-contractors in respect of any aspect of the subject matter of the Equalities Provisions during the period of this Call-Off Agreement, the Supplier shall inform the Customer of this finding forthwith and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Customer to prevent repetition of the unlawful discrimination.
- 15.4 In the event of repeated findings of unlawful discrimination against the Supplier during the period of this Call-Off Agreement (whether arising from the same or different acts or omissions, and regardless of any steps it has taken in accordance with Clause 15.3 above) the Customer shall be entitled to terminate this Call-Off Agreement with immediate effect.
- 15.5 If requested to do so by the Customer, the Supplier shall fully co-operate with the Customer at its own expense in connection with any investigation, legal proceedings, ombudsman inquiries or arbitration in which the Customer may become involved arising from any breach of any of the Customer's duties in respect of any aspect of the subject matter of the Equalities Provisions due to the alleged acts or omissions of the Supplier.

16. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party to this Call-Off Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This Clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

INFORMATION

17. **CUSTOMER DATA**

- 17.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 17.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly authorised in writing by the Customer.
- 17.3 To the extent that Customer Data is held and/or processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer in the format specified in the Specification.
- 17.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 17.5 If at any time the Supplier suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

18. **PROTECTION OF PERSONAL DATA**

- 18.1 With respect to the Parties' rights and obligations under this Call-Off Agreement, the Parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor in relation to the Customer Personal Data. The Supplier shall (and shall procure that Supplier Staff) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with this Call-Off Agreement.
- 18.2 Notwithstanding the general obligation in Clause 18.1, where the Supplier is Processing Customer Personal Data for the Customer the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Customer Personal Data (and to guard against unauthorised or unlawful Processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and in any event the measures shall not be of a lesser standard than that set out in the Information Security Schedule.
- 18.3 The Supplier shall:
- 18.3.1 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 18.3.2 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this Clause;
 - 18.3.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under the DPA;
 - 18.3.4 Process the Customer Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Call-Off Agreement or as otherwise notified by the Customer to the Supplier during the Call-Off Period) and the Supplier shall comply with the provisions of the Information Security Schedule;
 - 18.3.5 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Goods or as is required by Law or any Regulatory Body;
 - 18.3.6 take reasonable steps to ensure the reliability of any Supplier Staff who have access to the Personal Data;
 - 18.3.7 obtain prior written consent from the Customer in order to transfer the Customer Personal Data to any sub-contractors or affiliates for the provision of the Goods;
 - 18.3.8 ensure that all Supplier Staff who are required to access the Customer Personal Data are informed of the confidential nature of the Customer Personal Data and comply with the obligations set out in this Clause 18;
 - 18.3.9 ensure that none of the Supplier Staff publish, disclose or divulge any of the Customer Personal Data to any third party unless directed in writing to do so by the Customer;
 - 18.3.10 notify the Customer (within five (5) Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
 - 18.3.11 provide the Customer with full co-operation and assistance in relation to any complaint or request made, including by:
 - (a) providing the Customer with full details of the complaint or request;

- (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - (c) providing the Customer with any Personal Data it holds in relation to a Data Subject, within the timescales required by the Customer; and
 - (d) providing the Customer with any information requested by the Customer;
- 18.3.12 permit the Customer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with Clause 25, the Supplier's data Processing activities (and/or those of Supplier Staff) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement;
- 18.3.13 provide a written description of the technical and organisational methods employed by the Supplier for processing Customer Personal Data (within the timescales required by the Customer); and
- 18.3.14 not Process Customer Personal Data outside the European Economic Area without the prior written consent of the Customer and, where the Customer consents to such a transfer, to comply with:
- (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred;
 - (b) any reasonable instructions notified to it by the Customer; and/or
 - (c) enter into the EU Model Clauses if required by the Customer.
- 18.4 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- 18.5 The provisions of this Clause shall apply during the Call-Off Period and indefinitely after the termination or expiry of this Call-Off Agreement.
- 18.6 The Supplier shall indemnify and keep indemnified the Customer from and against any and all liabilities, losses, demands, damages, costs, claims, expenses (including without limitation legal expenses), fines, penalties and interest which the Customer may incur (directly or indirectly), including without limitation in relation to any third party claim and the Customer's expenses in defending and/or settling such third party claim, arising from any breach by the Supplier of any of its obligations under this Clause 18.
- 19. FREEDOM OF INFORMATION**
- 19.1 The Supplier acknowledges that the Customer is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and co-operate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 19.2 The Supplier shall and shall procure that its sub-contractors shall:
- 19.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 19.2.2 provide the Customer with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in the form that the Customer

requests within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

- 19.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 19.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- 19.4 In no event shall the Supplier respond directly to a Request for Information without prior Approval.
- 19.5 The Supplier acknowledges that (notwithstanding the provisions of this Clause 19) the Customer may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the provision of Goods:
- 19.5.1 in certain circumstances without consulting the Supplier; or
- 19.5.2 following consultation with the Supplier and having taken their views into account,
- provided always that where Clause 19.5 applies the Customer shall take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 19.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

20. CONFIDENTIALITY

- 20.1 Except to the extent set out in this Clause 20 or where disclosure is expressly permitted elsewhere in this Call-Off Agreement, each Party shall:
- 20.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- 20.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Call-Off Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Call-Off Agreement or is a requirement of Law.
- 20.2 The Supplier shall ensure that the Supplier Staff are aware of, and shall ensure that the Supplier Staff comply with, the Supplier's confidentiality obligations under this Call-Off Agreement.
- 20.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer Confidential Information received otherwise than for the purposes permitted by this Call-Off Agreement.
- 20.4 The provisions of Clauses 20.1 to 20.3 shall not apply to any Confidential Information received by one Party from the other which:
- 20.4.1 is or becomes public knowledge (otherwise than by breach of this Clause 20);
- 20.4.2 is provided to professional advisers for the purpose of obtaining professional advice;
- 20.4.3 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- 20.4.4 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 20.4.5 is information independently developed without access to the Confidential Information; or
 - 20.4.6 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under Clause 20A and/or the FOIA or the Environmental Information Regulations pursuant to Clause 19.
- 20.5 Nothing in this Call-Off Agreement shall prevent the Customer from disclosing the Supplier Confidential Information:
- 20.5.1 for the purpose of the examination and certification of the Customer's accounts;
 - 20.5.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources; or
 - 20.5.3 to any government department or any other Contracting Body,
- and the Supplier hereby acknowledges that all government departments or Contracting Bodies receiving such Supplier Confidential Information may further disclose the Supplier Confidential Information to other government departments or Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Body (unless disclosure is required by Law or is permitted under this Call-Off Agreement).
- 20.6 The Supplier acknowledges and agrees that information relating to this Call-Off Agreement, including pricing information and these Call-Off Terms may be shared with a Contracting Body or any other government department from time to time. The Customer shall use reasonable endeavours to notify the recipient of such information that its contents are confidential.
- 20.7 Nothing in Clauses 20.1 to 20.3 shall prevent either Party or any Contracting Body from using any techniques, ideas or Know-How gained during the performance of its obligations under this Call-Off Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's (or relevant Contracting Body's) Confidential Information or an infringement of the other Party's (or relevant Contracting Body's) Intellectual Property Rights.
- 20.8 Clauses 20.1 to 20.3 shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 20.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Call-Off Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 20.10 The Supplier shall immediately notify the Customer of any breach of security in relation to Customer Confidential Information obtained in the performance of this Call-Off Agreement and shall keep a record of such breaches. The Supplier shall use its best endeavours to recover any Customer Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or the Supplier Staff. This obligation is in addition to the Supplier's obligations under Clauses 20.1 to 20.3. The Supplier shall co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Confidential Information.
- 20.11 The Supplier shall, at its own expense, alter any security systems used in connection with the performance of this Call-Off Agreement at any time during the Call-Off Period at the request of the Customer if the Customer believes (acting reasonably) the Supplier has failed to comply with Clause 20.2 or 20.9.

- 20.12 No changes shall be made by the Supplier in the way they handle or mark any Government information under this Call-Off Agreement until those changes have been specifically agreed by the Customer by means of a variation in accordance with Clause 28.

20A TRANSPARENCY

- 20A.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Call-Off Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 20A.2 Notwithstanding any other term of this Call-Off Agreement, the Supplier hereby gives its consent for the Customer to publish this Call-Off Agreement in its entirety (subject only to redaction of any information that the Customer determines is exempt from disclosure in accordance with the provisions of FOIA) including from time to time agreed changes to this Call-Off Agreement.
- 20A.3 The Customer may consult with the Supplier to help with its decision regarding any exemptions under Clause 20A.1 but the Customer shall have the final decision in its absolute discretion.
- 20A.4 The Supplier shall assist and co-operate with the Customer to enable the Customer to publish this Call-Off Agreement.

21. OFFICIAL SECRETS ACTS

- 21.1 The Supplier shall comply with and shall ensure that the Supplier Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) Section 182 of the Finance Act 1989.
- 21.2 In the event that the Supplier or Supplier Staff fail to comply with this Clause, the Customer reserves the right to terminate this Call-Off Agreement by giving notice in writing to the Supplier.

22. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 22.1 The Customer shall be entitled to publicise this Call-Off Agreement in accordance with any legal obligation upon the Customer, including any examination of this Call-Off Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 22.2 The Supplier shall not make any press announcements or publicise this Call-Off Agreement or any part thereof in any way, except with the prior Approval of the Customer.
- 22.3 The Supplier shall not have any right to use any of the Customer's names, logos or trade marks on any of its products or services without prior Approval.
- 22.4 The Supplier shall not do anything or cause anything to be done which may damage the reputation of the Customer or bring the Customer into disrepute.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1 Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):
- 23.1.1 furnished or made available to the Supplier by or on behalf of the Customer shall remain the property of the Customer; and

23.1.2 prepared by or for the Supplier on behalf of the Customer for use, or intended use, in relation to the performance by the Supplier of its obligations under this Call-Off Agreement shall belong to the Customer,

and the Supplier shall not, and the Supplier shall procure that the Supplier Staff shall not, (except when necessary for the performance of this Call-Off Agreement) without prior Approval, use or disclose any such Intellectual Property Rights in the IP Materials.

23.2 Title to all Intellectual Property Rights in relation to the Goods supplied under this Call-Off Agreement shall remain vested in the Supplier or its licensor as the case may be.

23.3 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Goods (including any materials licensed or supplied to the Customer) and the Supplier shall, during and after the Call-Off Period, indemnify and keep indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or the Crown may suffer or incur as a result of or in connection with any breach of this Clause, except where such claim arises from:

23.3.1 items or materials based upon designs supplied by the Customer; or

23.3.2 the use of data supplied by the Customer which is not required to be verified by the Supplier under any provision of this Call-Off Agreement.

23.4 The Customer shall notify the Supplier in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.

23.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier shall:

23.5.1 consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

23.5.2 take due and proper account of the interests of the Customer; and

23.5.3 not settle or compromise any claim without the Customer's prior written consent (not to be unreasonably withheld or delayed).

23.6 The Customer shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Customer or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under this Call-Off Agreement and the Supplier shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not, however, be required to indemnify the Customer in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in Clause 23.3.1 or 23.3.2.

23.7 The Customer shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Customer or the Supplier in connection with the performance of its obligations under this Call-Off Agreement.

23.8 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Call-Off Agreement or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Customer as soon as reasonably practicable and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to:

23.8.1 modify any or all of the Goods without reducing the performance or functionality of the same, or substitute alternative Goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Goods or to the substitute Goods; or

23.8.2 procure a licence to use and supply the Goods, which are the subject of the alleged infringement, on terms which are acceptable to the Customer,

and in the event that the Supplier is unable to comply with Clauses 23.8.1 or 23.8.2 within twenty (20) Working Days of receipt of the Supplier's notification the Customer may terminate this Call-Off Agreement by notice in writing.

24. MONITORING

24.1 The Supplier shall comply with the monitoring arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Supplier may be required to produce under the Call-Off Agreement

24.2 Where requested by the Customer, the Supplier shall supply the Management Information to the Customer in the form set out in the Monitoring Schedule during the Call-Off Agreement period

24.3 The Customer may make changes to the Management Information which the Supplier is required to supply and shall give the Supplier at least one (1) Month's written notice of any changes

25. AUDIT

25.1 The Supplier shall keep and maintain until six (6) Years after the date of termination or expiry (whichever is the earlier) of this Call-Off Agreement (or such other longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call-Off Agreement including the Goods provided under it and the Charges paid by the Customer.

25.2 The Supplier shall keep the records and accounts referred to in Clause 25.1 in accordance with Good Industry Practice.

25.3 Without prejudice to Clause 19.6, the Supplier shall afford each of the Customer, the National Audit Office and/or auditor appointed by the Audit Commission ("**Auditors**") and their respective representatives access to the records and accounts referred to in Clause 25.1 at the Supplier's premises and/or provide copies of such records and accounts, as may be required by the Customer or Auditors from time to time, in order that the Customer or Auditors may carry out an inspection including for the following purposes:

25.3.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Call-Off Agreement);

25.3.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

25.3.3 to obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;

25.3.4 to review the integrity, confidentiality and security of the Customer Personal Data held or used by the Supplier;

- 25.3.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with this Call-Off Agreement and any other Laws;
 - 25.3.6 to review the Supplier's compliance with its security obligations;
 - 25.3.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Goods;
 - 25.3.8 to carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
 - 25.3.9 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - 25.3.10 to verify the accuracy or completeness of any management information required to be provided by the Supplier under this Call-Off Agreement;
 - 25.3.11 to review any records relating to the Supplier's provision of the Goods; and
 - 25.3.12 to ensure that the Supplier is complying with its obligations under this Call-Off Agreement.
- 25.4 Nothing in this Call-Off Agreement shall prevent or restrict the rights of either the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of its sub-contractors for the purposes of and pursuant to applicable Law.
- 25.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the Call-Off Period and for a period of six (6) Years after expiry of the Call-Off Period or termination, to the Customer or Auditors and/or its internal and external auditors.
- 25.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of any Goods, save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditors is outside of the control of the Customer.
- 25.7 The Customer shall give the Supplier reasonable written notice of its requirement to conduct an audit which in any event shall be conducted during normal working hours.
- 25.8 Subject to the Customer's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:
- 25.8.1 all information within the scope of the audit requested by the Auditors;
 - 25.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods;
 - 25.8.3 reasonable access to any electronic systems or information technology communications systems used by the Supplier in the provision of the Goods or on which information relating to the provision of the Goods or this Call-Off Agreement is stored; and
 - 25.8.4 reasonable access to the Supplier Staff.
- 25.9 If an audit reveals:
- 25.9.1 a material Default; or

25.9.2 Fraud or suspected Fraud,

the Supplier shall reimburse the Customer its reasonable costs incurred in relation to the audit and the Customer be entitled to exercise its rights to terminate this Call-Off Agreement pursuant to Clause 36.

25.10 If an audit reveals:

25.10.1 the Customer has overpaid any charges, the Supplier shall pay to the Customer:

- (a) the amount overpaid;
- (b) Interest on the amount overpaid, accruing on a daily basis from the date of overpayment by the Customer up to the date of repayment by the Supplier; and
- (c) the reasonable costs incurred by the Customer in undertaking the audit; or

25.10.2 the Customer has underpaid any charges, the Supplier shall not be entitled to increase the Call-Off Agreement Price paid or payable by the Customer but the Customer shall pay to the Supplier the difference between the actual Call-Off Agreement Price paid and the Call-Off Agreement Price which should have been due within such timescale and/or instalments as agreed between the Parties in writing.

25.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 25, save as specified in Clause 25.9 and 25.10.

CONTROL OF THE CONTRACT

26. ASSIGNMENT AND SUB-CONTRACTING

26.1 Except where Clause 26.6 applies, the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all rights and obligations under this Call-Off Agreement or any part thereof

26.2 The Supplier shall not sub-contract this Call-Off Agreement or any part thereof without prior Approval.

26.3 The Supplier shall not substitute or remove a sub-contractor or appoint an additional subcontractor without the prior written consent of the Customer, such consent not be unreasonably withheld or delayed. Such consent shall not constitute approval or endorsement of such substitute or additional sub-contractor.

26.4 Notwithstanding any permitted sub-contract pursuant to this Clause 26, the Supplier at all times shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own. An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that the Supplier Staff also do, or refrain from doing, such act or thing.

26.5 Where the Customer has consented to the placing of sub-contracts for the provision of Goods, copies of each sub-contract shall, at the request of the Customer, be sent by the Supplier to the Customer as soon as reasonably practicable.

26.6 Notwithstanding Clause 26.1, the Supplier may assign to a third party ("**the Assignee**") the right to receive payment of the Call-Off Agreement Price or any part thereof due to the Supplier under this Call-Off Agreement (including any Interest which the Customer incurs under Clause 11). Any assignment under this Clause 26.6 shall be subject to:

26.6.1 reduction of any sums in respect of which the Customer exercises its right of recovery under Clause 12;

- 26.6.2 all related rights of the Customer under this Call-Off Agreement in relation to the recovery of sums due but unpaid; and
- 26.6.3 the Customer receiving notification under both Clauses 26.7 and 26.8.
- 26.7 In the event that the Supplier assigns the right to receive the Call-Off Agreement Price under Clause 26.6, the Supplier or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.
- 26.8 The Supplier shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.
- 26.9 The provisions of Clause 11 shall continue to apply in all other respects after the assignment and shall not be amended without the prior Approval of the Customer.
- 26.10 Subject to Clause 26.12, the Customer may assign, novate or otherwise dispose of its rights and obligations under this Call-Off Agreement or any part thereof as it sees fit provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under this Call-Off Agreement.
- 26.11 Any change in the legal status of the Customer such that it ceases to be a Contracting Body shall not affect the validity of this Call-Off Agreement. In such circumstances, this Call-Off Agreement shall bind and inure to the benefit of any successor body to the Customer.
- 26.12 If the rights and obligations of the Customer under this Call-Off Agreement are assigned, novated or otherwise disposed of pursuant to Clause 26.10 to a body which is not a Public Body, or if there is a change in the legal status of the Customer such that it ceases to be a Public Body (in the remainder of this Clause both such bodies being referred to as the "Transferee"):
- 26.12.1 the rights of termination of the Customer in Clauses 36.7, 36.10 and 36.11 shall be available to the Supplier in the event of respectively, the Default, bankruptcy or insolvency of the Transferee; and
- 26.12.2 the Transferee shall only be able to assign, novate or otherwise dispose its rights and obligations under this Call-Off Agreement or any part thereof with the prior consent in writing of the Supplier.
- 26.13 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under this Call-Off Agreement. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under this Call-Off Agreement and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- 26.14 Each Party shall at its own cost and expense enter into such agreement and/or deed as the Customer shall reasonably require so as to give effect to any assignment, novation or disposal made pursuant to this Clause 26.

27. WAIVER AND CUMULATIVE REMEDIES

- 27.1 The rights and remedies provided by this Call-Off Agreement may be waived only in writing by the Customer Representative or the Supplier Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 27.2 Unless a right or remedy of the Customer is expressed to be an exclusive right or remedy, the exercise of it by the Customer is without prejudice to the Customer's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

27.3 The rights and remedies provided by this Call-Off Agreement are cumulative and, unless otherwise provided in this Call-Off Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Call-Off Agreement.

28. **VARIATION**

28.1 Subject to Clause 28.2 and Framework Schedule 2 (Payment and Pricing Schedule), this Call-Off Agreement may not be varied except where:

28.1.1 the Customer notifies the Supplier in writing that it wishes to vary this Call-Off Agreement and provides the Supplier with full written details of any such proposed change; and

28.1.2 the Customer Representative and the Supplier Representative, acting reasonably, agree in writing to the variation and a written variation agreement is signed by the Customer Representative and the Supplier Representative.

28.2 If, by the date thirty (30) Working Days after notification was given under Clause 28.1.1, no agreement is reached by the Parties acting reasonably in relation to any variation requested, the Customer may, by giving written notice to the Supplier, either:

28.2.1 agree that the Parties shall continue to perform their obligations under this Call-Off Agreement without the variation; or

28.2.2 terminate this Call-Off Agreement with immediate effect.

28.3 The Supplier shall not be entitled to refuse any request to vary this Call-Off Agreement where such variation is required in order to reflect a Change in Law and such variation shall be subject to Clauses 28.5 to 28.6 of the Framework Agreement.

29. **SEVERABILITY**

29.1 If any provision of this Call-Off Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force without affecting the remaining provisions of this Call-Off Agreement.

29.2 If any provision of this Call-Off Agreement that is fundamental to the accomplishment of the purpose of this Call-Off Agreement is held to any extent to be invalid, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30. **NOT USED**

31. **EXTENSION OF INITIAL CALL-OFF PERIOD**

Subject to Clause 13 (Price Adjustment on Extension of the Initial Call-Off Period), the Customer may, by giving written notice to the Supplier not less than three (3) Month(s) prior to the last day of the Initial Call-Off Period, extend this Call-Off Agreement for such further period as may be specified in the notice but the Call-Off Period (including any extension) shall not exceed four (4) Years. The provisions of this Call-Off Agreement will apply (subject to any variation or adjustment to the Call-Off Agreement Price pursuant to Clause 13) throughout any such extended period.

32. **ENTIRE AGREEMENT**

32.1 This Call-Off Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

32.2 Each of the Parties acknowledges and agrees that in entering into this Call-Off Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Call-Off Agreement.

32.3 Nothing in this Clause 32 shall operate to exclude liability for Fraud or fraudulent misrepresentation.

33. COUNTERPARTS

This Call-Off Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

LIABILITIES

34. INDEMNITY AND INSURANCE

34.1 Neither Party excludes or limits liability to the other Party for:

34.1.1 death or personal injury caused by its negligence; or

34.1.2 fraud or fraudulent misrepresentation by it or its employees; or

34.1.3 any breach of any obligations imposed by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979.

34.2 The Supplier's liability under and in connection with this Call-Off Agreement shall be limited to the extent set out in the Order forming part of this Call-Off Agreement. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 34 shall not limit the Supplier's liability under the Framework Agreement, which liability is governed by the terms of that Framework Agreement.

34.3 The Customer's liability under and in connection with this Call-Off Agreement shall be limited to the extent set out in the Order forming part of this Call-Off Agreement. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 34 shall not limit the Customer's liability under the Framework Agreement, which liability is governed by the terms of that Framework Agreement.

34.4 Subject to the limits set out in Clause 34.2, the Supplier shall be liable for the following types of loss, damage, cost or expense flowing from an act or Default of the Supplier which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Customer) be recoverable by Customer as a direct loss:

34.4.1 the additional operational and/or administrative costs and expenses arising from any material Default;

34.4.2 the cost of procuring, implementing and operating any alternative or replacement Goods to the Goods; and

34.4.3 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.

34.5 In no event shall either Party be liable to the other for any:

34.5.1 loss of profits;

34.5.2 loss of business;

34.5.3 loss of revenue;

34.5.4 loss of or damage to goodwill;

34.5.5 loss of savings (whether anticipated or otherwise); and/or

34.5.6 any indirect, special or consequential loss or damage.

- 34.6 The Supplier shall maintain the policy or policies of insurance set out in the Order forming part of this Call-Off Agreement.
- 34.7 The Supplier shall produce to the Customer, on request, copies of all insurance policies required by the Customer or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 34.8 The Supplier shall use its reasonable endeavours to ensure that it shall not by its acts or omissions cause any policy of insurance to be invalidated or voided.
- 34.9 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Call-Off Agreement. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising under this Call-Off Agreement.

35. **WARRANTIES AND UNDERTAKINGS**

- 35.1 The Supplier warrants and undertakes to the Customer that:
- 35.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Call-Off Agreement;
- 35.1.2 this Call-Off Agreement is executed by a duly authorised representative of the Supplier;
- 35.1.3 in entering into this Call-Off Agreement it has not committed any Fraud;
- 35.1.4 all information, statements, warranties and representations contained in the Tender and (unless otherwise agreed by the Customer in writing) any other document which resulted in the award to the Supplier of a place on the Framework are true, accurate, and not misleading save as may have been specifically disclosed in writing to the Customer prior to the execution of this Call-Off Agreement and it shall promptly advise the Customer in writing of any fact, matter or circumstance of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading if repeated;
- 35.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework or this Call-Off Agreement;
- 35.1.6 it has not caused or induced any person to enter any such agreement as is referred to in Clause 35.1.5;
- 35.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for the provision of Goods under this Call-Off Agreement;
- 35.1.8 it has notified the Customer in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 35.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, or, to the best of its knowledge and belief pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Call-Off Agreement;
- 35.1.10 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Call-Off Agreement;

35.1.11 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

35.1.12 in the three (3) years prior to the date of this Call-Off Agreement (or, if the Supplier has been in existence for less than three (3) years, in the whole of such shorter period) it has:

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

(b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under this Call-Off Agreement.

35.2 The Supplier shall promptly notify the Customer in writing:

35.2.1 of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier;

35.2.2 if the Supplier undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010 (a "Change of Control"); and

35.2.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

35.3 For the avoidance of doubt, the fact that any provision within this Call-Off Agreement is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier.

DEFAULT, DISRUPTION AND TERMINATION

36. DEFAULT, DISRUPTION AND TERMINATION

Termination for Bribery and Corruption

36.1 The Customer may terminate this Call-Off Agreement in accordance with Clause 9.4.

Termination in relation to Fraud

36.2 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice under Clause 9A.3.1.

Termination on Audit

36.3 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice in the circumstances set out in Clause 25.9.

Termination on Breach of Obligations of Confidentiality

36.4 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier fails to comply with any of Clauses 20.1 to 20.3.

Termination in relation to Official Secrets Acts

- 36.5 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is in breach of its obligations under Clause 21.

Termination on Failure to Agree Variation

- 36.6 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Parties fail to agree to a variation as referred to in Clause 28.

Termination on Default

- 36.7 The Customer may terminate this Call-Off Agreement with immediate effect if the Supplier commits a material Default and if:

36.7.1 the Supplier has not remedied the material Default to the satisfaction of the Customer within ten (10) Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the material Default and requesting it to be remedied; or

36.7.2 the material Default is not, in the opinion of the Customer, capable of remedy.

- 36.8 In the event that through any material Default of the Supplier, data transmitted or processed in connection with this Call-Off Agreement is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

- 36.9 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Supplier may terminate this Call-Off Agreement in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under Clause 12.1.

Termination for Financial Standing

- 36.10 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice:

36.10.1 where (in the reasonable opinion of the Customer) there is a (i) material detrimental change in the financial standing and/or (ii) change in the credit rating of the Supplier which:

(a) adversely impacts on the Supplier's ability to supply the Goods under this Call-Off Agreement; or

(b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Goods under this Call-Off Agreement; or

36.10.2 if the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

Termination on Insolvency

- 36.11 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing where in respect of the Supplier:

- 36.11.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- 36.11.2 a shareholders', members' or partners' meeting is convened for the purpose of considering a resolution that it be wound up or dissolved or a resolution for its winding-up or dissolution is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- 36.11.3 a petition is presented for its winding up (which is not dismissed within five (5) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- 36.11.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- 36.11.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten (10) Working Days;
- 36.11.6 an application or an administration order is made either for the appointment of an administrator or for an administration order and an administrator is appointed, or notice of intention to appoint an administrator is given;
- 36.11.7 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 36.11.8 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force in relation to it pursuant to Schedule A1 of the Insolvency Act 1986;
- 36.11.9 being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control of the firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him or them or shall make any composition or arrangement with or for the benefit of his or their creditors, or shall make any conveyance or assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or is unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s), or a trust deed shall be granted by him or them on behalf of his or their creditors; or
- 36.11.10 any event analogous to those listed in Clauses 36.11.1 to Clause 36.11.9 occurs under the law of any other jurisdiction.

Termination on Change of Control

36.12 The Customer may terminate this Call-Off Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:

- 36.12.1 being notified in writing that a Change of Control has occurred; or
- 36.12.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

if it believes, acting reasonably, that such change is likely to have an adverse effect on the provision of the Goods, but it shall not be permitted to terminate this Call-Off Agreement where

Approval of the Change of Control was granted prior to the Change of Control.

Termination for Serious Misconduct

- 36.13 The Customer may terminate this Call-Off Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is a partnership or a limited liability partnership or an individual, or where the provider is a firm, any partner in that firm:
- 36.13.1 is convicted of a criminal offence relating to the conduct of its business or profession;
 - 36.13.2 commits an act of Grave Misconduct;
 - 36.13.3 fails to comply with any obligations relating to the payment of any taxes or social security contributions;
 - 36.13.4 makes any serious misrepresentations in the tendering process in respect of the provision of the Goods; or
 - 36.13.5 fails to obtain any necessary licences or obtain or maintain membership of any relevant body.

Termination for Procurement Reasons

- 36.14 The Customer shall have the right to terminate this Call-Off Agreement at any time by giving one (1) Months' written notice to the Supplier where this Call-Off Agreement has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of The Public Contracts Regulations 2015.

Termination on Dissolution of Partnership

- 36.15 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing on dissolution of the Supplier where the Supplier is a partnership or a limited liability partnership.

Termination for Occasion of Tax Non-Compliance

- 36.16 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing:
- 36.16.1 if the Supplier is in breach of its obligation to notify the Customer of any Occasion of Tax Non-Compliance pursuant to Clause 9.6.1; or
 - 36.16.2 if the Supplier fails to provide details of the steps and the mitigating factors pursuant to Clause 9.6.2 which in the Customer's reasonable opinion are acceptable.

Termination on Termination of the Framework Agreement

- 36.17 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing if:
- 36.17.1 the Framework Agreement is terminated under Clause 22.1, 22.2, 22.4, 22.13 or 22.15 of that Framework Agreement; or
 - 36.17.2 if the Framework Agreement is terminated under Clause 22.6 of that Framework Agreement where such right is exercised by the Customer in respect of a breach by the Supplier of Clause 4.3 or 4.4 of that Framework Agreement.

Partial Termination

- 36.18 Where the Customer is entitled to terminate this Call-Off Agreement pursuant to any of the provisions set out in Clauses 36.1 to 36.16 the Customer may alternatively terminate this Call-Off

Agreement in part only, provided always that the parts of this Call-Off Agreement not terminated can operate effectively to deliver the intended purpose of this Call-Off Agreement.

37. TERMINATION FOR CONVENIENCE

The Customer shall have the right to terminate this Call-Off Agreement at any time by giving at least three (3) Months' written notice to the Supplier.

38. CONSEQUENCES OF EXPIRY OR TERMINATION

- 38.1 Where the Customer terminates this Call-Off Agreement under Clause 36 and then makes other arrangements for the supply of the Goods, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of this Call-Off Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where this Call-Off Agreement is terminated under Clause 36, no further payments shall be payable by the Customer to the Supplier (for Goods supplied by the Supplier prior to termination and in accordance with this Call-Off Agreement but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under this Clause.
- 38.2 Subject to Clause 34, where the Customer terminates this Call-Off Agreement under Clause 37, the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which would otherwise represent an unavoidable direct loss to the Supplier by reason of the termination of this Call-Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Customer shall only indemnify the Supplier for those unavoidable direct costs that are not covered by the insurance available. The Supplier shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Customer, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause 37. For the avoidance of doubt, this indemnity shall not apply where the Customer exercises any right of termination under Clause 36.
- 38.3 The Customer shall not be liable under Clause 38.2 to pay any sum which:
- 38.3.1 was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - 38.3.2 when added to any sums paid or due to the Supplier under this Call-Off Agreement, exceeds the total sum that would have been payable to the Supplier if this Call-Off Agreement had not been terminated prior to the expiry of this Call-Off Period; or
 - 38.3.3 is a claim by the Supplier for loss of profit, due to early termination of this Call-Off Agreement.
- 38.4 In the event of any termination or expiry of this Call-Off Agreement:
- 38.5 the Customer shall be entitled to obtain a refund of the Call-Off Agreement Price paid by the Customer in respect of any part of this Call-Off Agreement which has not been performed by the Supplier;
- 38.6 the Call-Off Agreement Price shall be reduced on a pro rata basis where any part of this Call-Off Agreement is terminated, and the remaining parts of this Call-Off Agreement shall continue to be performed for the remainder of this Call-Off Period;
- 38.6.1 the Supplier shall return to the Customer all Property and all other items belonging to the Customer in its possession (save for copies required by the Supplier for statutory audit or archive purposes);
 - 38.6.2 subject to the payment of the appropriate portion of the Call-Off Agreement Price the Supplier shall provide the Customer with a copy of all deliverables undertaken to date

(whether completed or not) in its state at that time and, at the Customer's option, return or destroy all other copies in the Supplier's possession or control; and

- 38.6.3 the Supplier shall at the Customer's request novate any agreements between the Supplier and any third parties that are relevant to the receipt of the Goods by the Customer.
- 38.7 Upon expiry or termination of all or any part of this Call-Off Agreement, the Supplier shall provide, at its cost, all reasonable assistance and information to the Customer (and to any Replacement Contractor appointed by the Customer) if requested, to the extent necessary to effect an orderly assumption of the Goods by the Customer or the Replacement Contractor.
- 38.8 Save as otherwise expressly provided in this Call-Off Agreement:
- 38.8.1 termination or expiry of this Call-Off Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Call-Off Agreement prior to termination or expiration and nothing in this Call-Off Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- 38.8.2 termination of this Call-Off Agreement shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 9 (Prevention of Fraud and Prevention of Corruption), 9A (Safeguard Against Fraud), 11 (Payment and VAT), 12 (Recovery of Sums Due), 16 (The Contracts (Rights of Third Parties) Act 1999), 17 (Customer Data) and 18 (Protection of Personal Data), 19 (Freedom of Information), 20 (Confidentiality), 21 (Official Secrets Acts), 23 (Intellectual Property Rights), 25 (Audit), 27 (Waiver and Cumulative Remedies), 34 (Indemnity and Insurance), 35 (Warranties and Undertakings), 38 (Consequences of Expiry or Termination), 40 (Recovery upon Termination), 42 (Governing Law) and Clause 43 (Dispute Resolution) and, without limitation to the foregoing, any other provision of this Call-Off Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Call-Off Agreement.
- 38.9 Where, following the expiry or termination of this Call-Off Agreement, there is a transfer of an undertaking or a service provision change, within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Transfer of Undertakings Schedule shall have effect.
- 39. DISRUPTION**
- 39.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call-Off Agreement it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 39.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under this Call-Off Agreement.
- 39.3 In the event of industrial action by the Supplier Staff the Supplier shall seek Approval to its proposals to perform its obligations under this Call-Off Agreement.
- 39.4 If the Supplier's proposals referred to in Clause 39.3 are considered insufficient or unacceptable by the Customer acting reasonably, then this Call-Off Agreement may be terminated with immediate effect by the Customer by notice in writing.
- 39.5 If the Supplier is temporarily unable to fulfil the requirements of this Call-Off Agreement owing to disruption of normal business of the Customer, the Supplier may request a reasonable allowance of time and in addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

40. RECOVERY UPON TERMINATION

- 40.1 On the termination of this Call-Off Agreement for any reason, the Supplier shall:
- 40.1.1 immediately return to the Customer all Confidential Information, Personal Data and materials subject to Intellectual Property Rights in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Goods;
 - 40.1.2 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Supplier for the purposes of this Call-Off Agreement. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - 40.1.3 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Goods to the Replacement Contractor and/or the completion of any work in progress;
 - 40.1.4 promptly provide all information concerning the provision of the Goods which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods have been provided or for the purpose of allowing the Customer or the Replacement Contractor to conduct due diligence.
- 40.2 If the Supplier fails to comply with Clauses 40.1.1 and 40.1.2, the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held.
- 40.3 Where the end of the Call-Off Period arises due to the Supplier's Default, the Supplier shall provide all assistance under Clauses 40.1.3 and 40.1.4 free of charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

41. FORCE MAJEURE

- 41.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under this Call-Off Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Call-Off Agreement for a period in excess of six (6) Months, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing.
- 41.2 Any failure or delay by the Supplier in performing its obligations under this Call-Off Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.
- 41.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 41.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

DISPUTES AND LAW

42. GOVERNING LAW

- 42.1 Subject to the provisions of Clause 43, the Customer and the Supplier accept the exclusive jurisdiction of the English courts and agree that this Call-Off Agreement and all non-contractual

obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

43. **DISPUTE RESOLUTION**

43.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Call-Off Agreement within twenty (20) Working Days of either Party notifying the other of the dispute, such efforts shall involve the escalation of the dispute to the Director of Procurement (or equivalent) of each Party.

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

43.3 The obligations of the Parties under this Call-Off Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause 43 and the Supplier and Supplier Staff, personnel and associates shall comply fully with the requirements of this Call-Off Agreement at all times.

43.4 If the dispute cannot be resolved by the Parties pursuant to Clause 43.1 the dispute shall be referred to mediation pursuant to the procedure set out in Clause 43.5 unless the Parties agree that the dispute is not suitable for resolution by mediation.

43.5 If a dispute is referred to mediation, the Parties shall comply with the following provisions:

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

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

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

43.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

43.5.5 if the Parties fail to reach agreement on the resolution of the dispute, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Call-Off Agreement without the prior written consent of both Parties; and

43.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to arbitration pursuant to Clause 43.6.

- 43.6 If a dispute cannot be resolved by the Parties pursuant to Clause 43.5 the Parties shall refer it to arbitration pursuant to the procedure set out in Clause 43.7 unless the Customer considers that it is not suitable for resolution by arbitration.
- 43.7 If a dispute is referred to arbitration the Parties shall comply with the following provisions:
- 43.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules shall be applied and are deemed to be incorporated into this Call-Off Agreement (save that in the event of any conflict between those rules and this Call-Off Agreement, this Call-Off Agreement shall prevail);
 - 43.7.2 the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);
 - 43.7.3 the tribunal shall consist of a sole arbitrator to be agreed by the Parties and in the event that the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days or, if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA; and
 - 43.7.4 the arbitration proceedings shall take place in London.

SPECIFICATION SCHEDULE

[Service Requirements to be inserted here at the point of call-off]

INFORMATION SECURITY SCHEDULE
SPECIAL CONDITIONS: INFORMATION SECURITY

Section I: Process measures to manage information risk

44. **The Supplier must:**
- 44.1 identify, keep and disclose to the Customer upon request a record of those members of the Supplier Staff and any sub-contractors with access to or who are involved in handling Customer Data ("users"); and
 - 44.2 provide to the Customer details of its policy for reporting, managing and recovering from information risk incidents, including losses of protected personal data and ICT security incidents and its procedures for reducing risk and raising awareness; and
 - 44.3 immediately report information security incidents to the Customer. Significant actual or potential losses of personal data may be shared with the Information Commissioner and the Cabinet Office by the Customer.

Section II: Specific minimum measures to protect personal information

45. **The Supplier must be particularly careful to protect Customer Data whose release or loss could cause harm or distress to individuals. The Supplier must:**
- 45.1 handle all such Customer Data as if it were confidential while it is processed or stored by the Supplier or its sub-contractors, applying the measures in this Schedule.
46. **When Customer Data is held on paper it must be kept secure at all times, locked away when not in use or the premises on which it is held secured. If Customer data held on paper is transferred it must be by an approved secure form of transfer with confirmation of receipt. When Customer Data is held and accessed on ICT systems on secure premises, the Supplier must apply the minimum protections for information set out in the Specification, or equivalent measures, as well as any additional protections as needed as a result of the Customer's risk assessment. Where in exceptional circumstances equivalent measures are adopted the Supplier must obtain the Customer's prior approval in writing.**
47. **Wherever possible, Customer Data should be held and accessed on paper or ICT systems on secure premises protected as above. This means the Supplier should avoid the use of removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) for storage or access to such data where possible. Where the Customer agrees that this is not possible the Supplier should work to the following hierarchy, recording the reasons why a particular approach has been adopted in a particular case or a particular business area:**
- 47.1 best option: hold and access data on ICT systems on secure premises;
 - 47.2 second best option: secure remote access, so that data can be viewed or amended without being permanently stored on the remote computer. This is possible for Customer Data over the internet using products meeting the FIPS 140-2 standard or equivalent, unless otherwise agreed with the Customer;
 - 47.3 third best option: secured transfer of Customer Data to a remote computer on a secure site on which it will be permanently stored. Both the Customer Data at rest and the link should be protected at least to the FIPS 140-2 standard or equivalent. Protectively marked Customer Data must not be stored on privately owned computers unless they are protected in this way;
 - 47.4 in all cases the remote computer should be password protected, configured so that its functionality is minimised to its intended business use only, and have up to date software patches and anti-virus software.

48. **Where the Customer agrees that it is not possible to avoid the use of removable media, the Supplier should apply all of the following conditions:**
- 48.1 the Customer Data transferred to the removable media should be the minimum necessary to achieve the business purpose, both in terms of the numbers of people covered by the Customer Data and the scope of Customer Data held. Where possible only anonymised Customer Data should be held;
- 48.2 the removable media should be encrypted to a standard or at least FIPS 140-2 or equivalent in addition to being protected by an authentication mechanism, such as a password;
- 48.3 user rights to transfer Customer Data to removable media should be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for business purposes and subject to monitoring by the Supplier and the Customer; and
- 48.4 the individual responsible for the removable media should handle it – themselves or if they entrust it to others – as if it were the equivalent or a large amount of their own cash.
49. **Where the Customer agrees that the second condition of encryption in paragraph 5 cannot be applied due to business continuity and disaster recovery considerations, such unprotected Customer Data should only be recorded, moved, stored and monitored with strong controls.**
50. **All material that has been used for confidential Customer Data should be subject to controlled disposal. The Supplier must:**
- 50.1 destroy paper records containing protected personal data by incineration, pulping or shredding so that reconstruction is unlikely; and
- 50.2 dispose of electronic media that has been used for protected personal data through secure destruction, overwriting, erasure or degaussing for re-use.
51. **The Supplier must have appropriate mechanisms in place in order to comply with the Customer's requirements as set out in this Schedule, including adequate training in handling confidential data for the Supplier Staff.**
52. **The Supplier must:**
- 52.1 put in place arrangements to log activity of data users in respect of electronically held protected personal information, and for managers to check it is being properly conducted, with a particular focus on those working remotely and those with higher levels of functionality. Summary records of managers' activity must be shared with the Customer and be available for inspection by the Information Commissioner's Office on request;
- 52.2 minimise the number of users with access to the Customer Data.

Annex A

Minimum scope of Customer Data which is protected personal data

In the absence of specific instructions from the Customer, all the data identified in the table below is data whose release or loss in the Customer's view could cause harm or distress to individuals. The Supplier and its sub-contractors must treat the information identified below as protected personal data.

<p>53. ONE OR MORE OF THE PIECES OF INFORMATION WHICH CAN BE USED ALONG WITH PUBLIC DOMAIN INFORMATION TO IDENTIFY AND INDIVIDUAL</p>	<p>combined with</p>	<p>54. INFORMATION ABOUT THAT INDIVIDUAL WHOSE RELEASE IS LIKELY TO CAUSE HARM OR DISTRESS</p>
<p>Name/addresses (home or business or both)/post code/e-mail/telephone numbers/ driving licence number/date of birth</p> <p>[Note that driving licence number is included in this list because it directly yields date of birth and first part of surname]</p>		<p>Sensitive personal data as defined by s.2 of the Data Protection Act, including records relating to the criminal justice system, and group membership</p> <p>DNA or fingerprints/bank, financial or credit card details/mother's maiden name/National Insurance number/Tax, benefit or pension records/health records/employment record/school attendance or records/material relating to social services including child protection and housing</p>

Protected personal data could be information contained in a database with 1000 or more entries containing facts mentioned in box 1, or an electronic folder or drive containing 1000 or more records about individuals. Again, this is a minimum standard. Information on smaller numbers of individuals may warrant protection because of the nature of the individuals, nature or source of the information, or extent of information.

FRAMEWORK SCHEDULE 6: FRAMEWORK MANAGEMENT

1. INTRODUCTION

- 1.1 The successful delivery of this Framework Agreement shall depend on effective Framework management by the Authority as well as Contracting Bodies.
- 1.2 This Framework Schedule 6 (Framework Management) outlines the means by which the Authority and the Contracting Bodies shall discharge their respective functions in this respect during the Term and until expiry or termination of all Call-Off Agreements.

2. FRAMEWORK MANAGEMENT BY THE AUTHORITY

2.1 Framework Management Structure

- 2.1.1 The Supplier Representative shall take overall responsibility for delivering the Goods required within this Framework Agreement, as well appointing a suitably qualified deputy to act in its absence.
- 2.1.2 The Supplier shall put in place a management structure to manage the Framework.

2.2 Operational Review Meetings

- 2.2.1 Regular performance reviews shall take place throughout the Framework Agreement through operational review meetings ("**Operational Review Meetings**"). The exact timings and frequencies of the Operational Review Meetings shall be determined by the Authority following award of the Framework Agreement. Flexibility from both Parties shall be expected over the frequency, timings and content of these reviews.
- 2.2.2 Operational Review Meetings shall be held between the Authority and the Supplier's management team. The content of the review shall be as set out but not limited to the information required in paragraph 2.2.3 (Operational Review Meetings).
- 2.2.3 The Operational Review Meetings shall focus on the operational performance of this Framework Agreement, including:
- (a) the Supplier's compliance with its obligations under the Call-Off Agreements;
 - (b) Service delivery;
 - (c) incident and problem management, including Supplier account management function performance; and
 - (d) forward planning, opportunities and future efficiencies including standardisation and rationalisation.

2.3 Strategic Management Reviews

- 2.3.1 The Supplier Representative and Authority Representative shall meet to hold a strategic management review meeting ("**Strategic Management Review**") every twelve (12) Months. The Authority sees these meetings as a vital element in developing a strategic relationship with the Supplier and to promote the building of a positive working relationship. The content of these meetings shall be agreed between both Parties at least ten (10) Working Days before the date of the Strategic Management Review.
- 2.3.2 The Strategic Management Review meeting shall consider as a minimum:
- (a) overall Framework performance;
 - (b) policy updates including emerging Government initiatives; and

(c) security and risk management.

3. FRAMEWORK MANAGEMENT BY GROUPS OF CONTRACTING BODIES

3.1 It shall be open to different Contracting Bodies to form performance review groups for the purpose of:

3.1.1 reviewing the performance of the Supplier in the delivery of Goods by or across Contracting Bodies, including against possible future developments;

3.1.2 reviewing the operation of the Framework more generally; and

3.1.3 ensuring that the Framework is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Contracting Bodies.

3.2 The Supplier shall attend meetings of such performance review groups of Contracting Bodies at such intervals as they may reasonably require for the purposes referred to in paragraph 3.1 (Framework Management by Groups of Contracting Bodies).

FRAMEWORK SCHEDULE 7: SPECIFIED RIGHTS OF CONTRACTING BODIES

The following are the provisions of this Framework Agreement specifically referred to in Clause 29 (Rights of Third Parties) as containing rights enforceable by the Contracting Bodies.

Clauses

Clause 3 (Scope of Framework Agreement)

Clause 6 (Ordering Procedures)

Clause 10 (Call-Off Agreement Performance)

Clause 11 (Statutory Requirements and Standards)

Clause 12 (Non-discrimination)

Clause 15 (Contracting Body Satisfaction Monitoring)

Clause 16 (Confidentiality)

Clause 23 (Suspension of Supplier's Appointment)

Clause 24 (Consequences of Termination and Expiry)

Clause 26 (Insurance)

Clause 28 (Variations to this Framework Agreement)

Clause 30 (Business Continuity)

Clause 31 (Severability)

Clause 32 (Waiver and Cumulative Remedies)

Clause 38 (Complaints Handling and Resolution)

Framework Schedules

Framework Schedule 2, paragraph 1.2 (Pricing and Payment Structure)

Framework Schedule 2, paragraph 7 (Pricing and Payment Structure)

Framework Schedule 3 (Ordering Procedure)

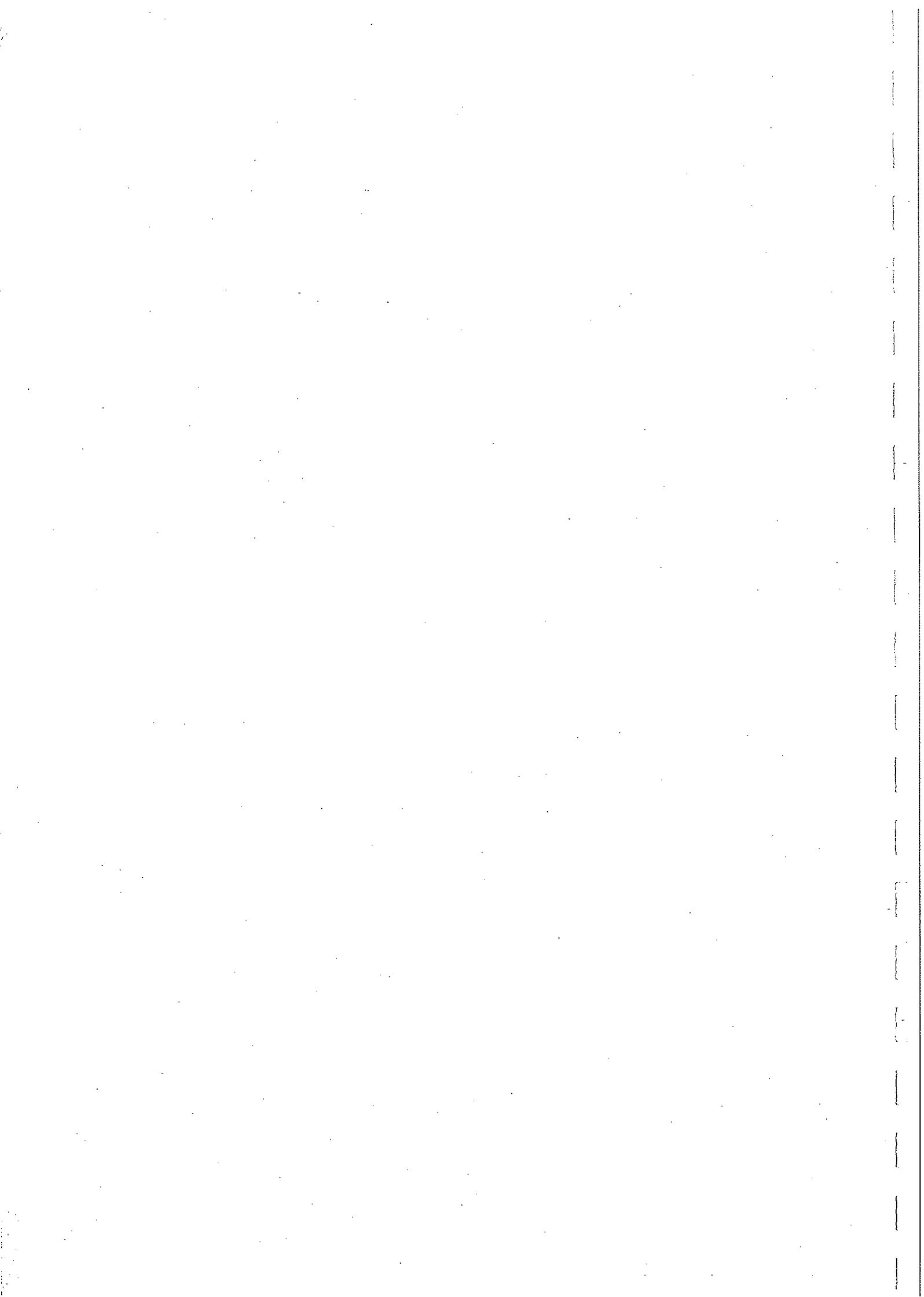
FRAMEWORK SCHEDULE 8: SUPPLIER'S TENDER RESPONSE

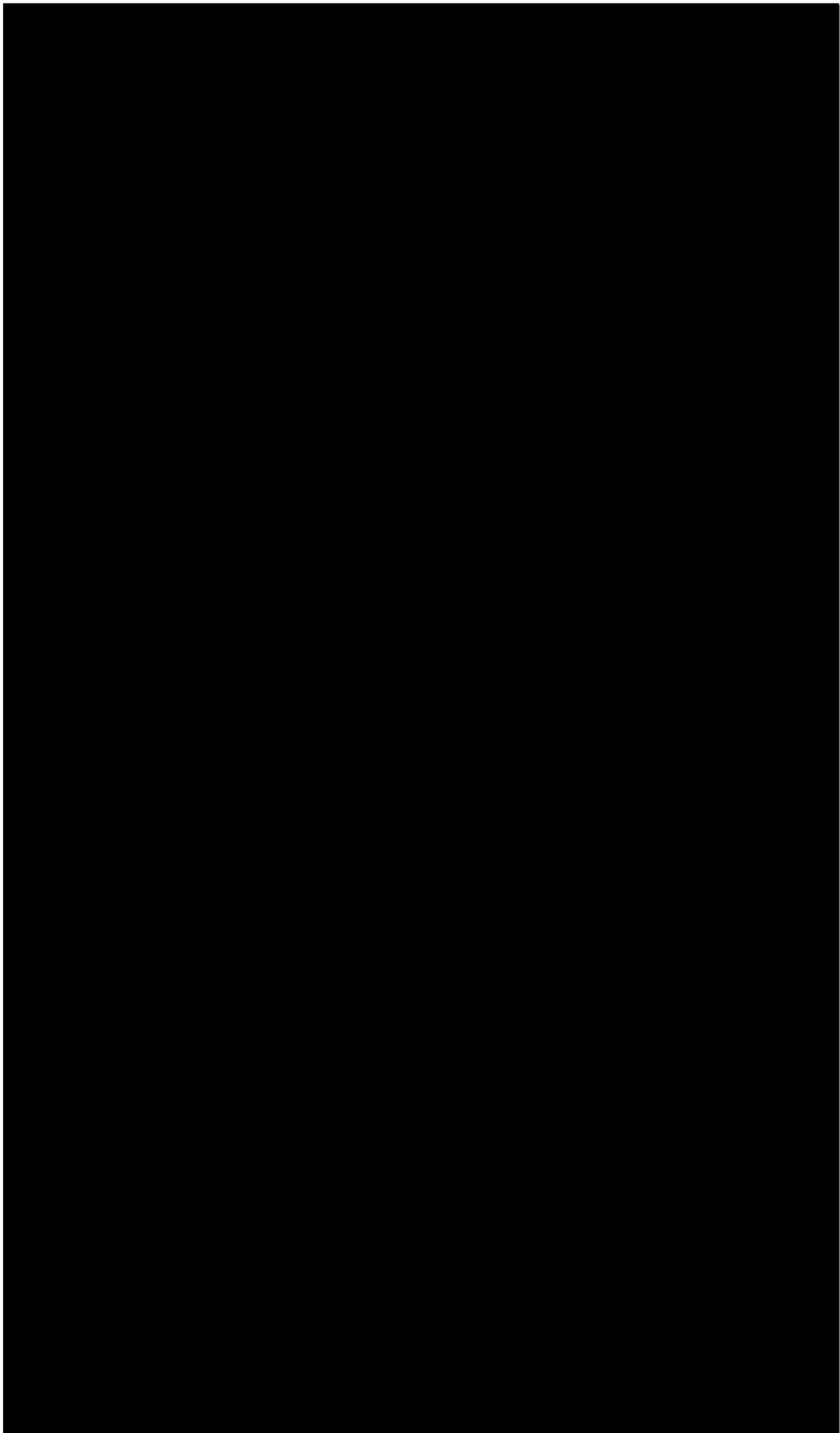
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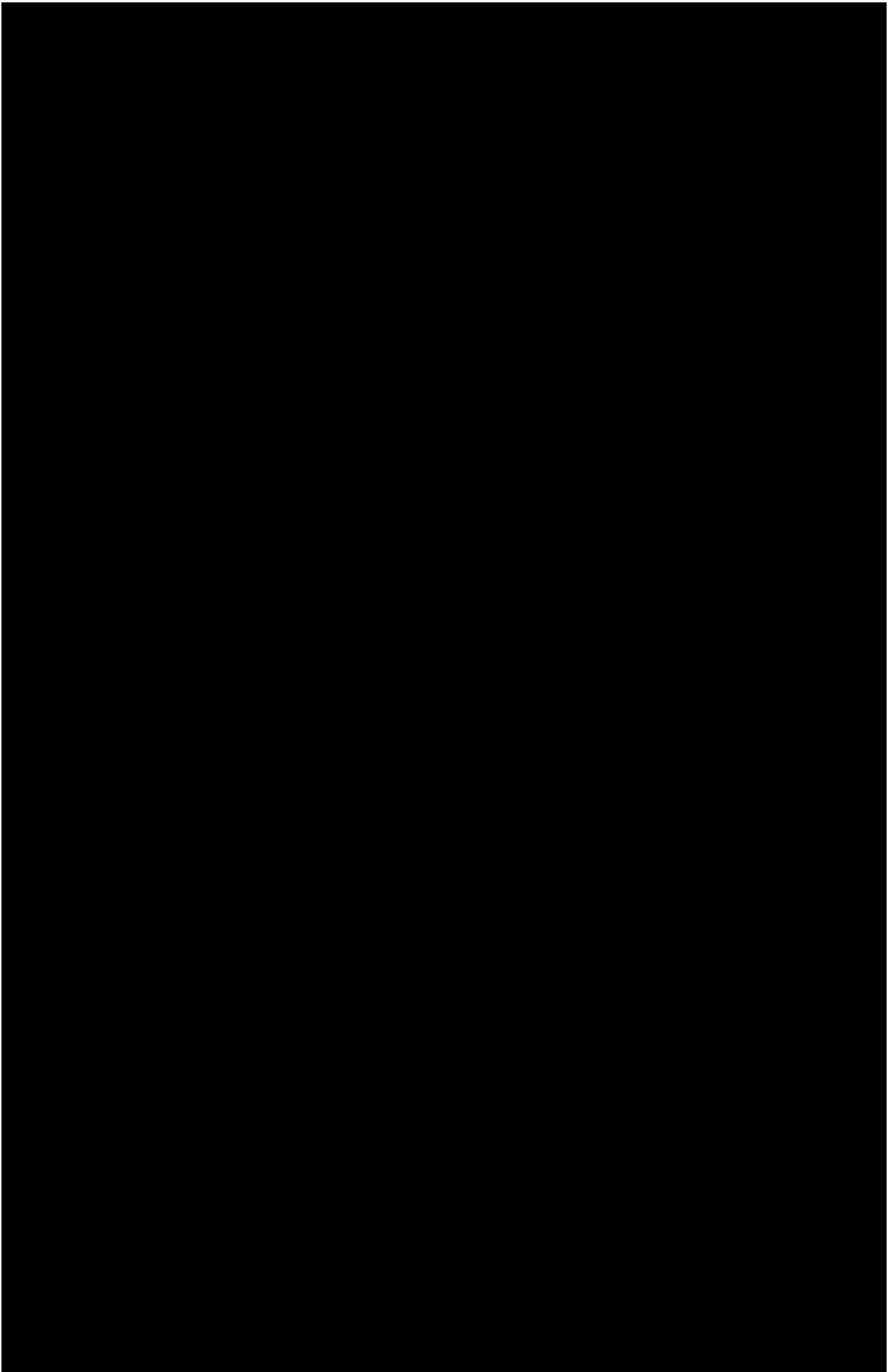
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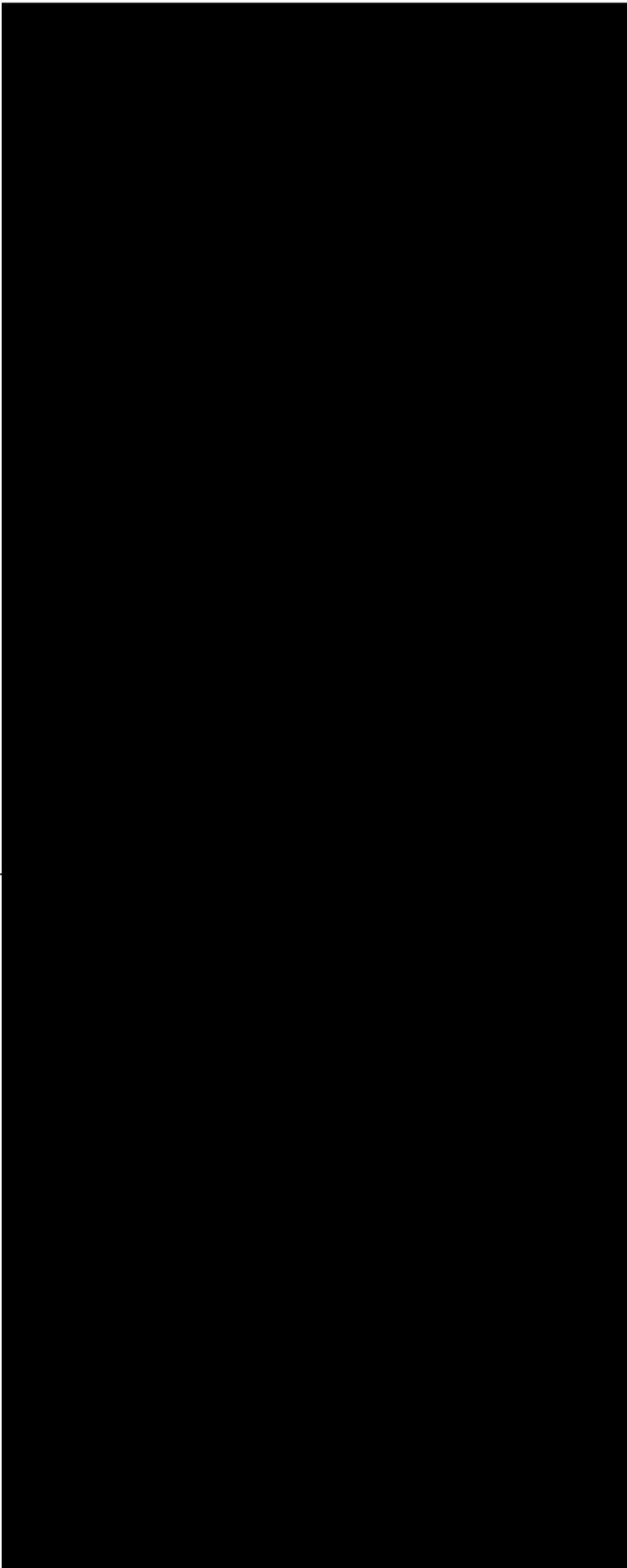


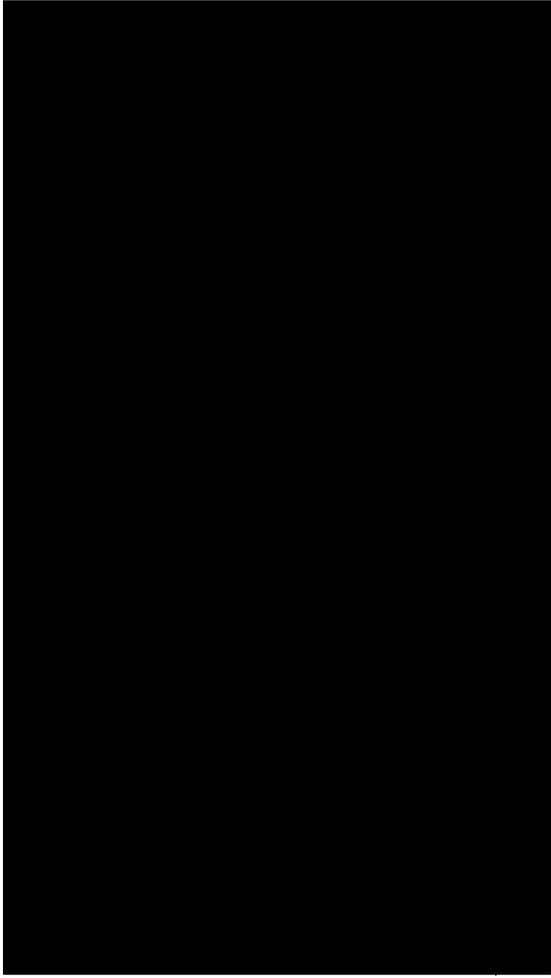


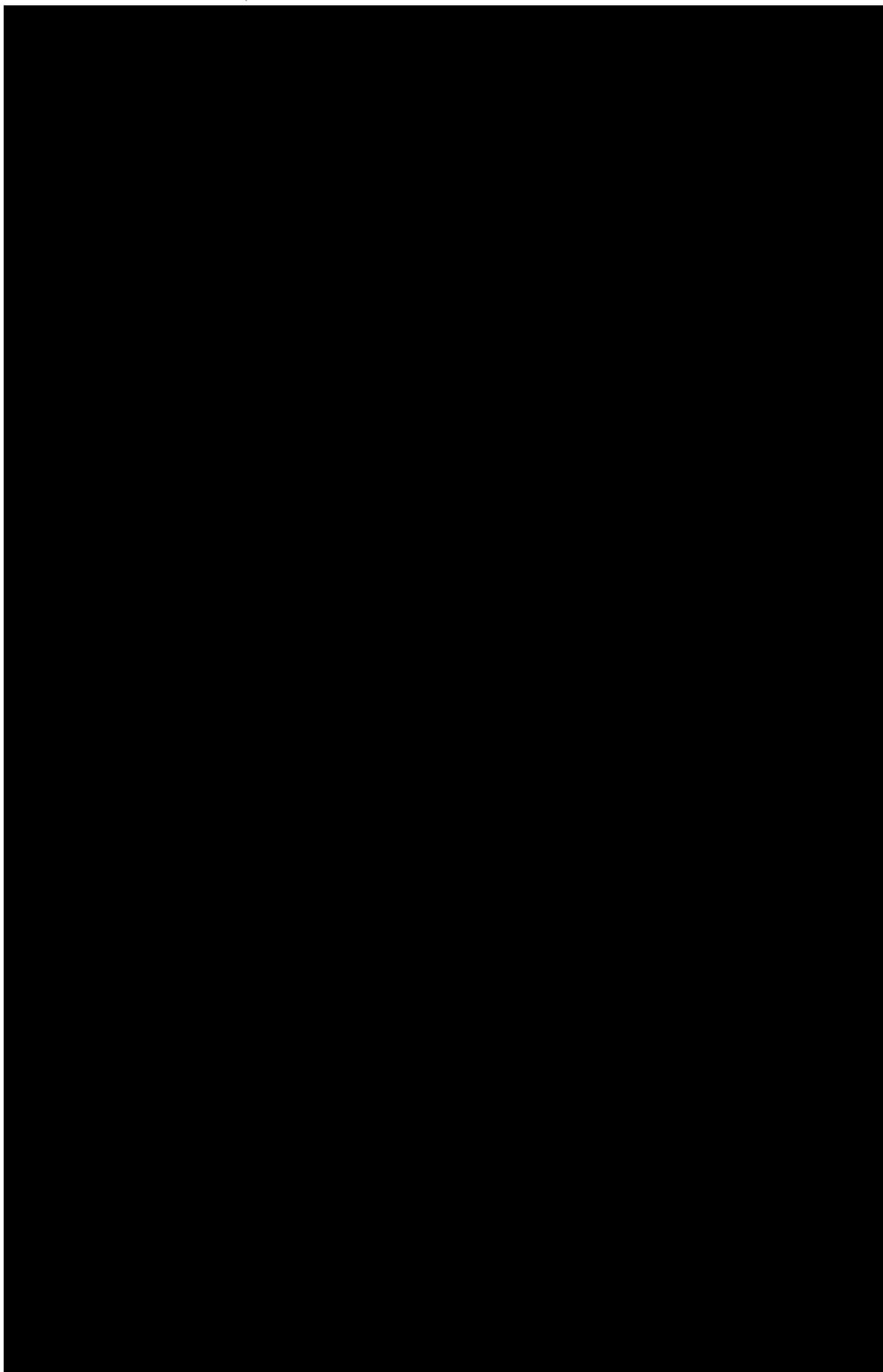


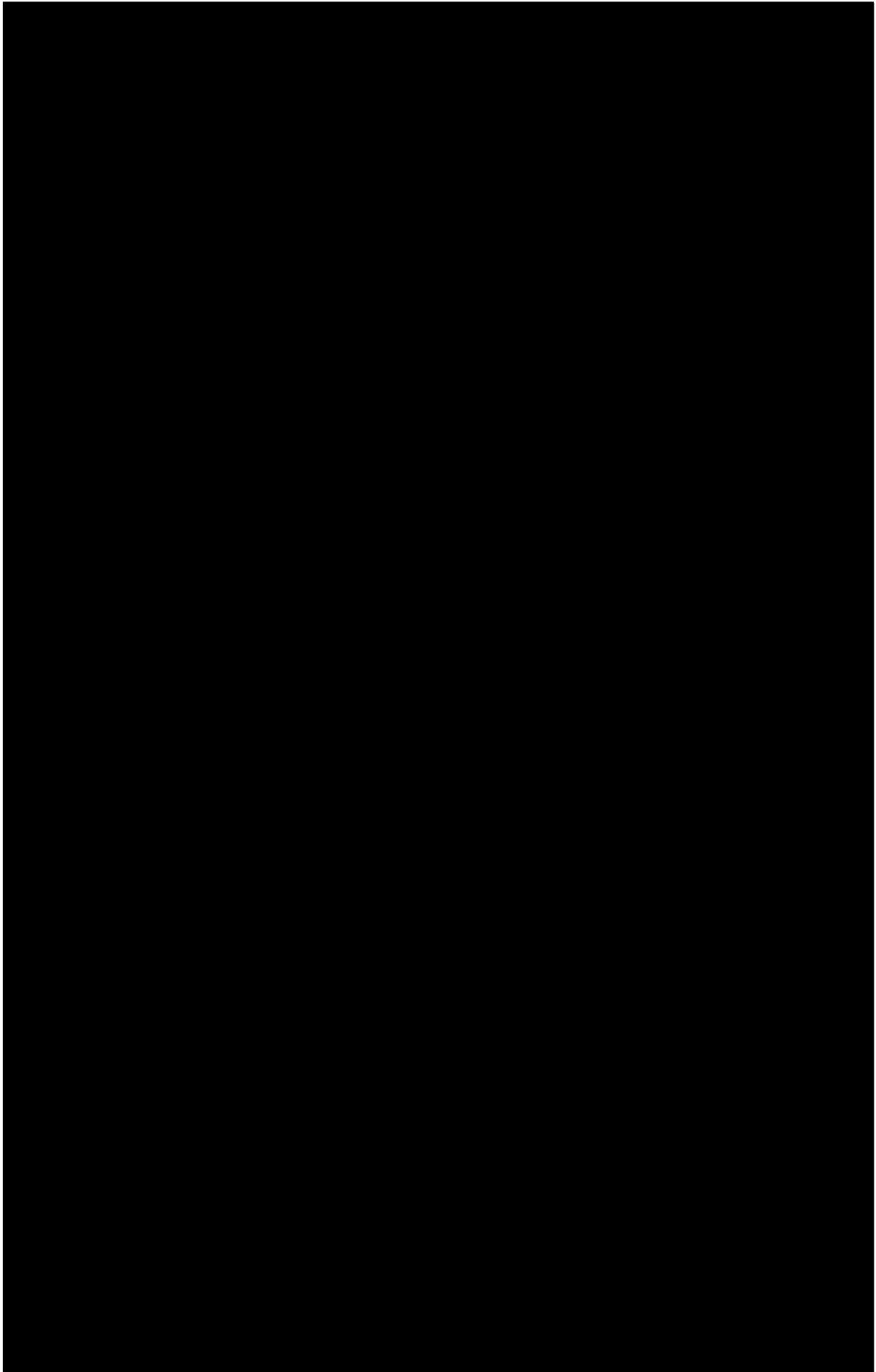


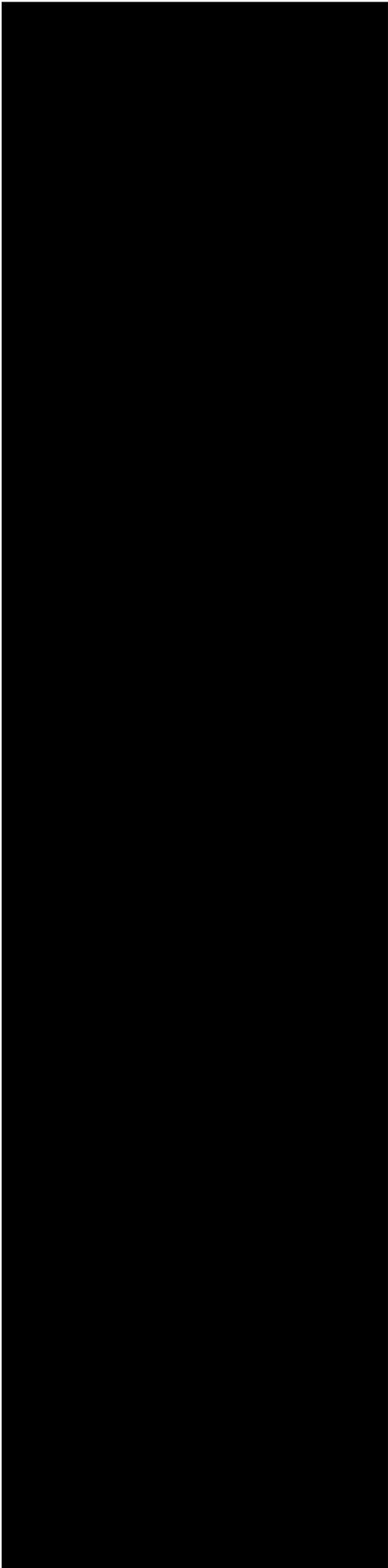
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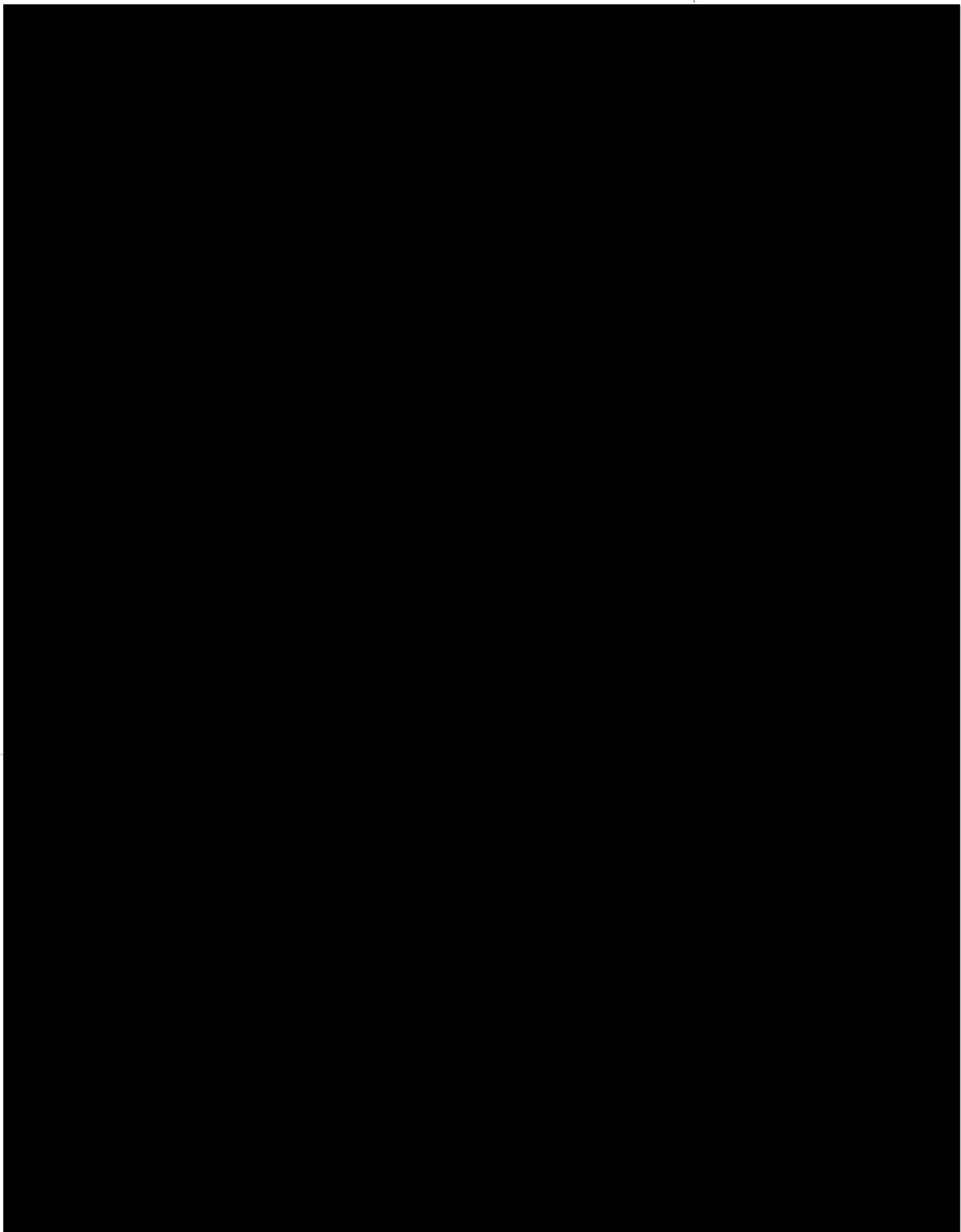


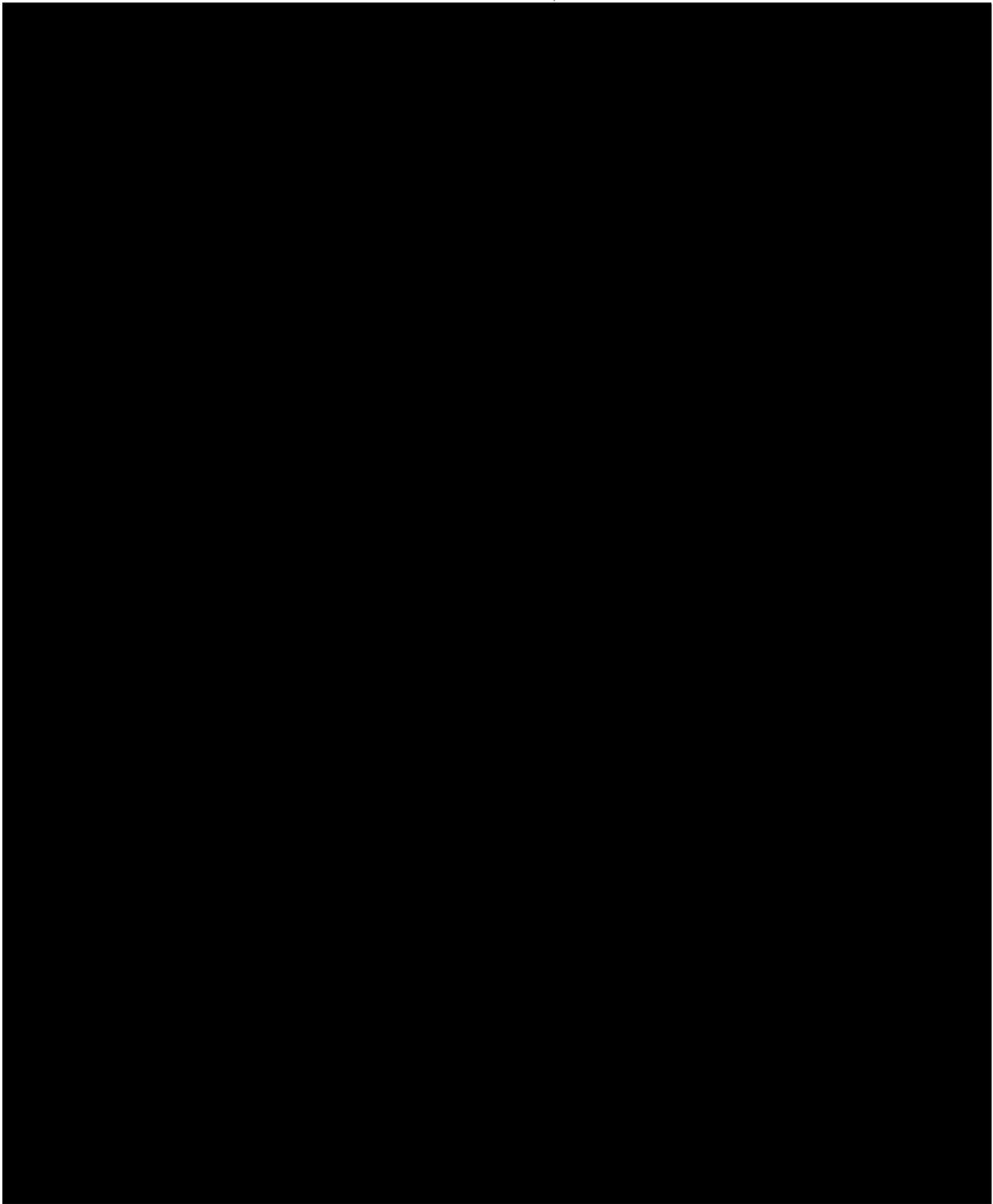




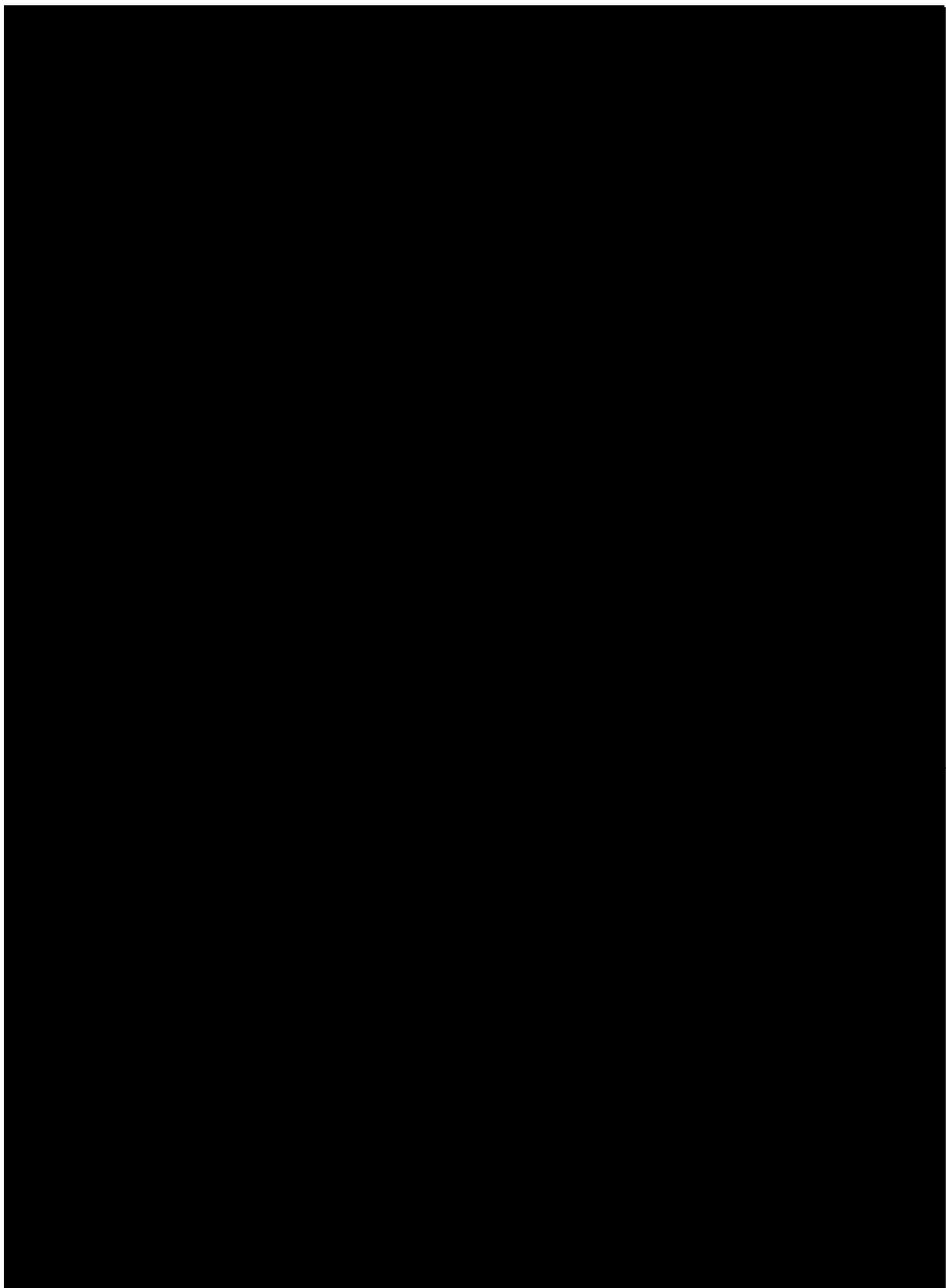


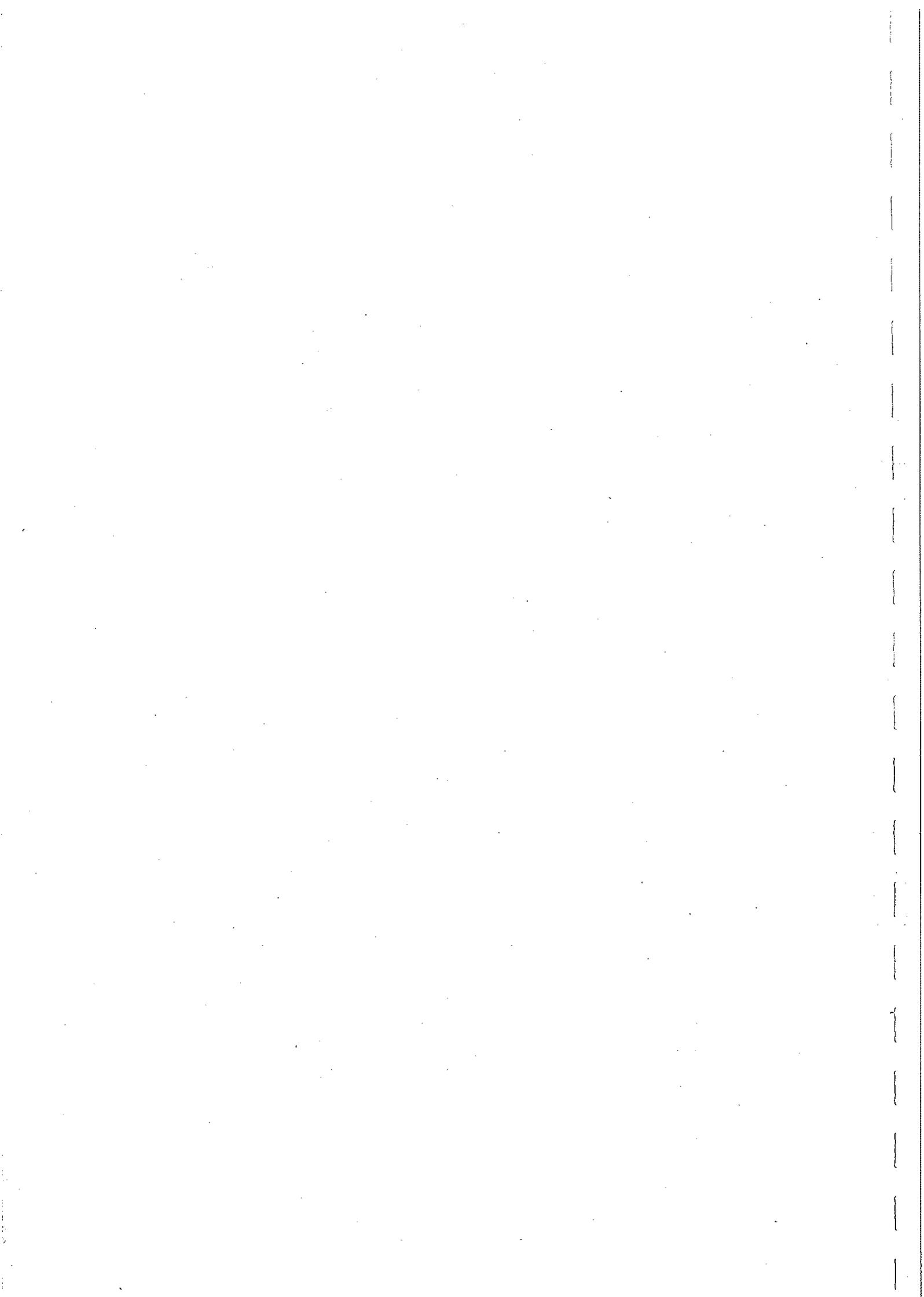


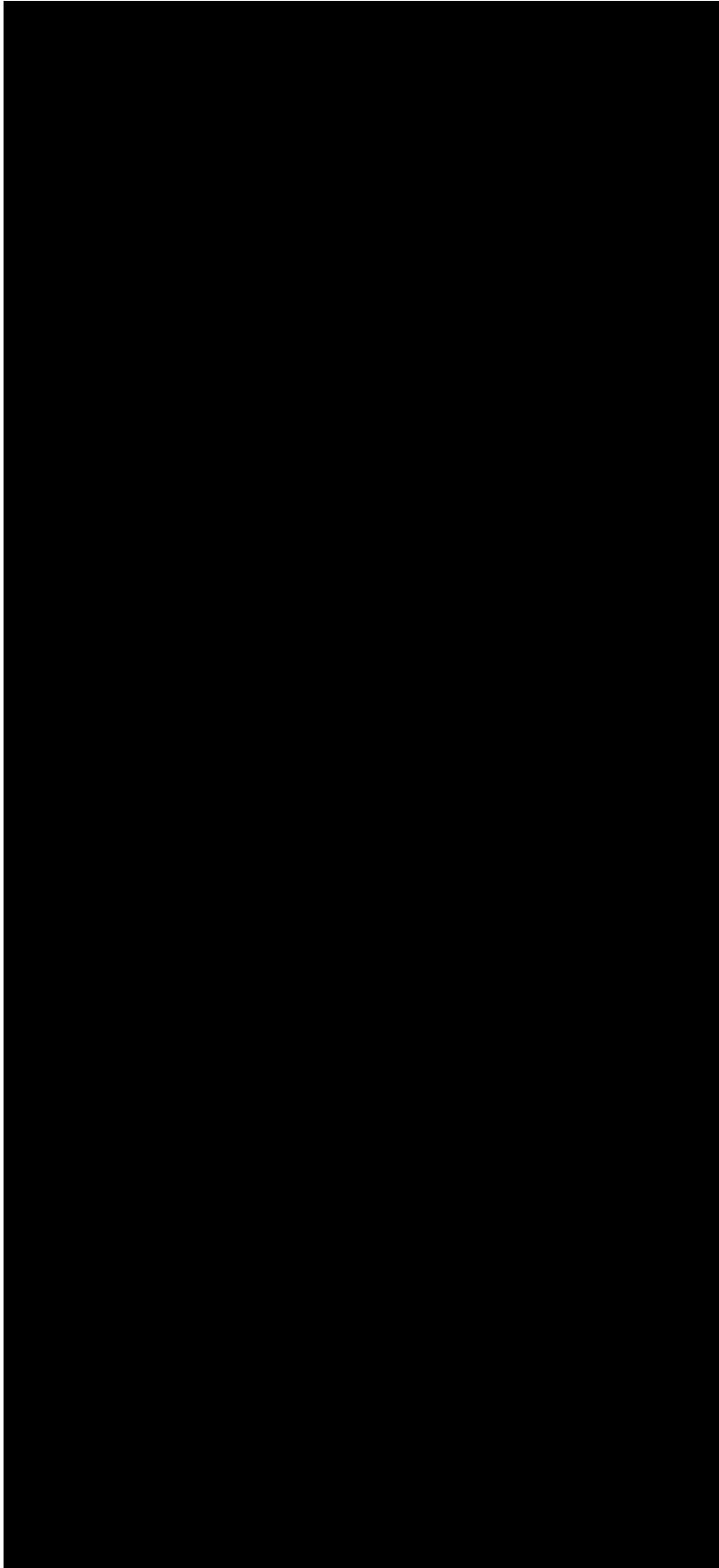


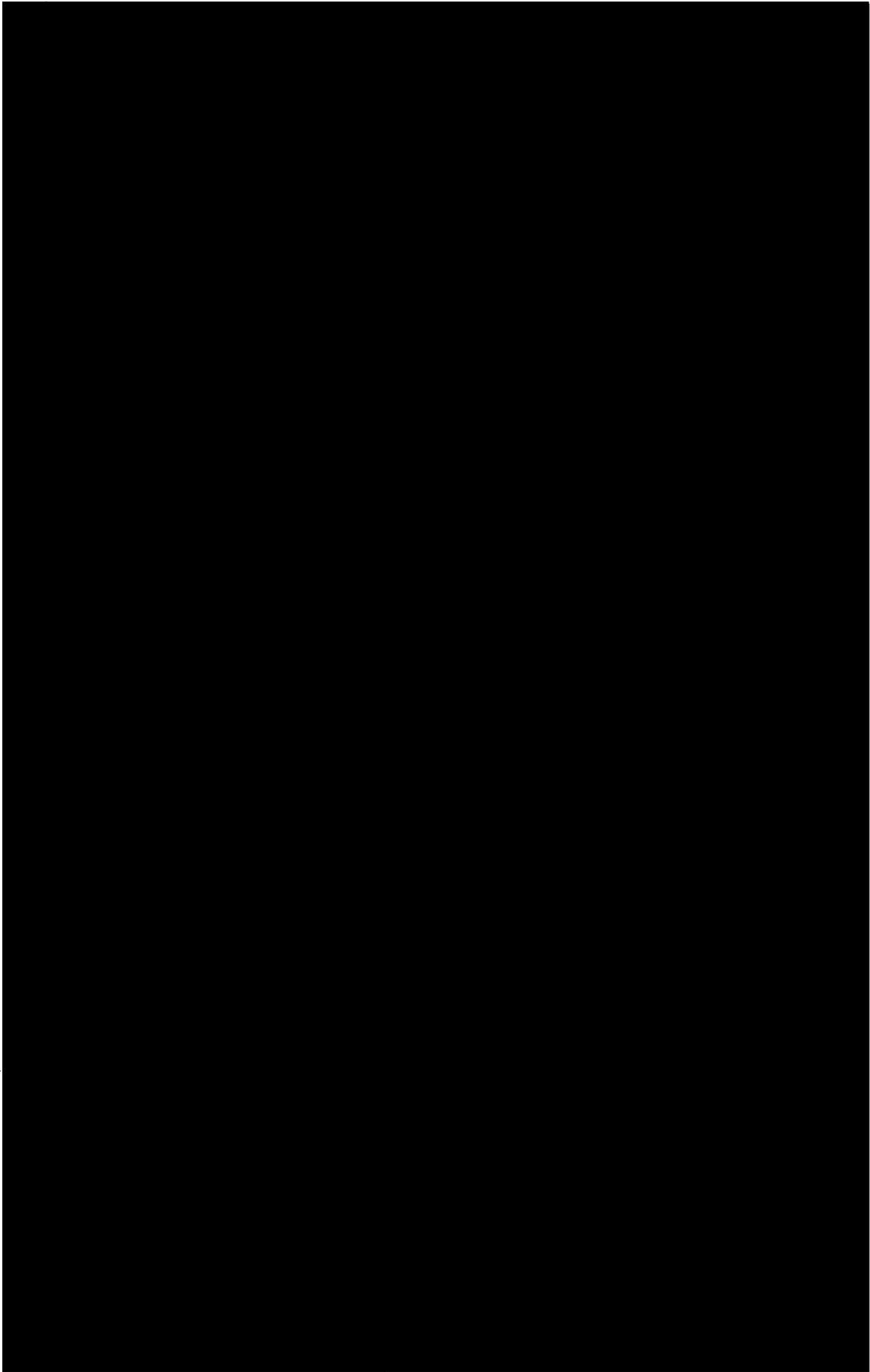


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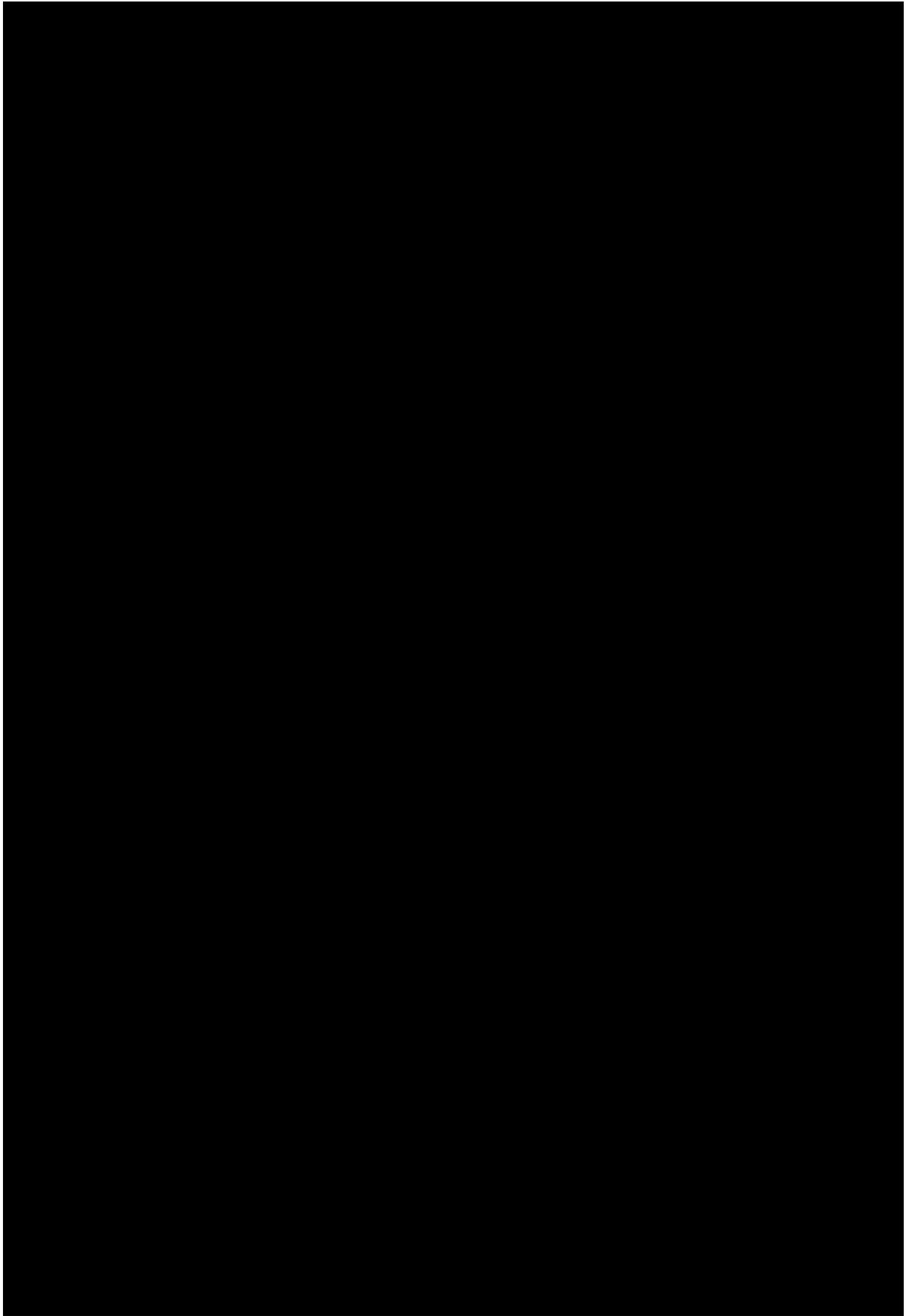


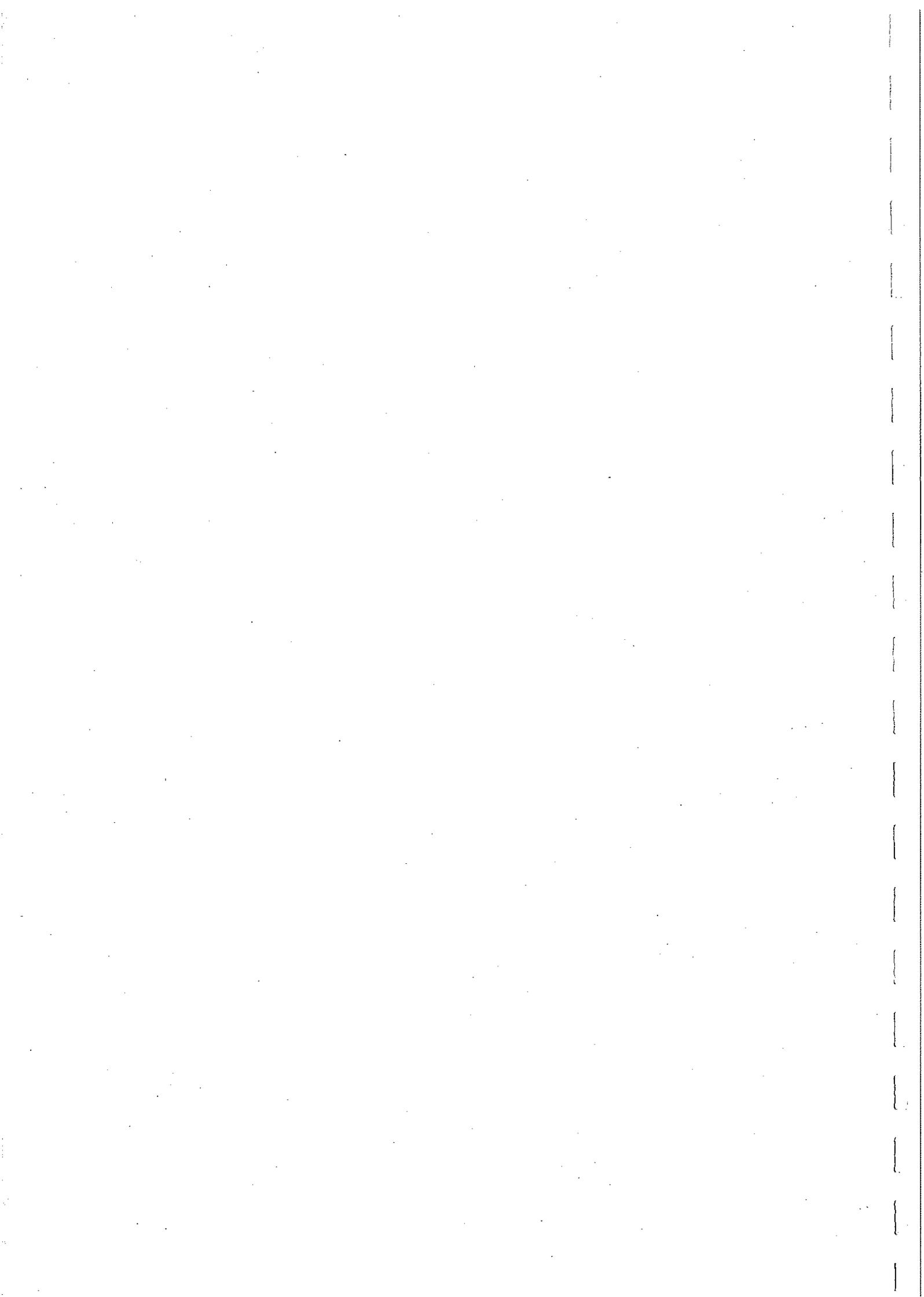






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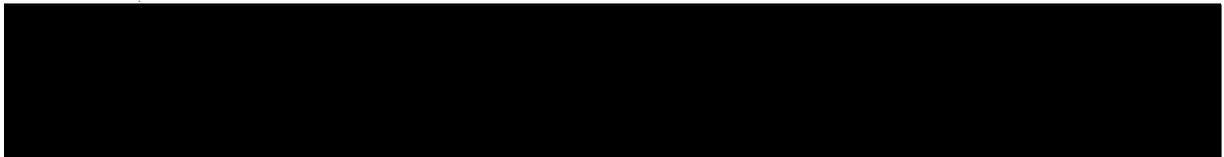
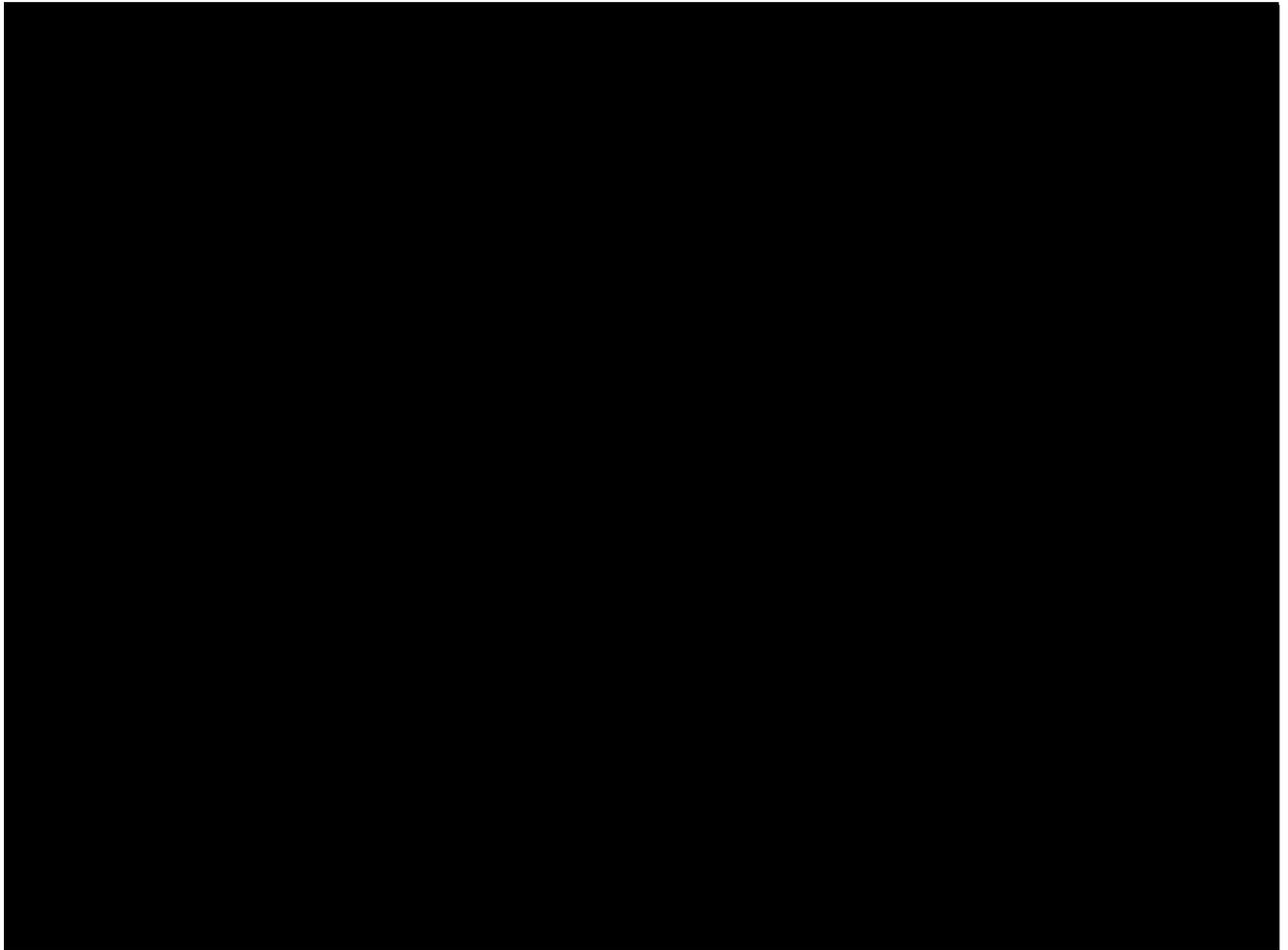
Ministry of Justice

Provision of Legal Publications – Print and eBooks

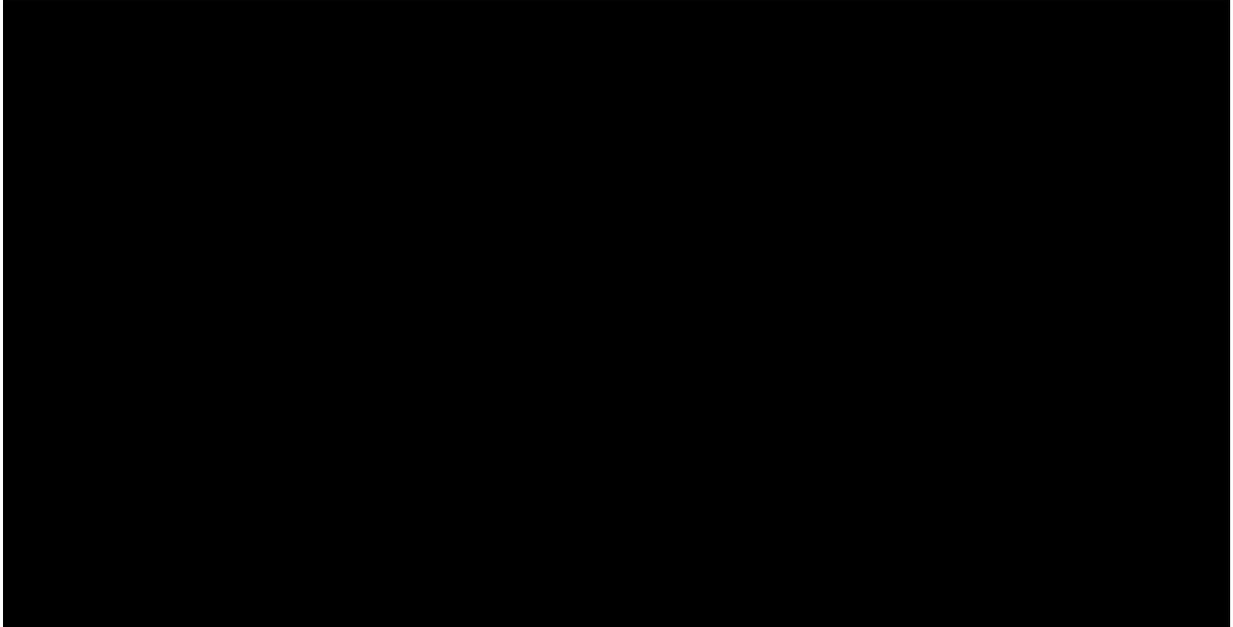
Tender submission by Hammicks Legal Information Services

Document 2a - Business Requirements

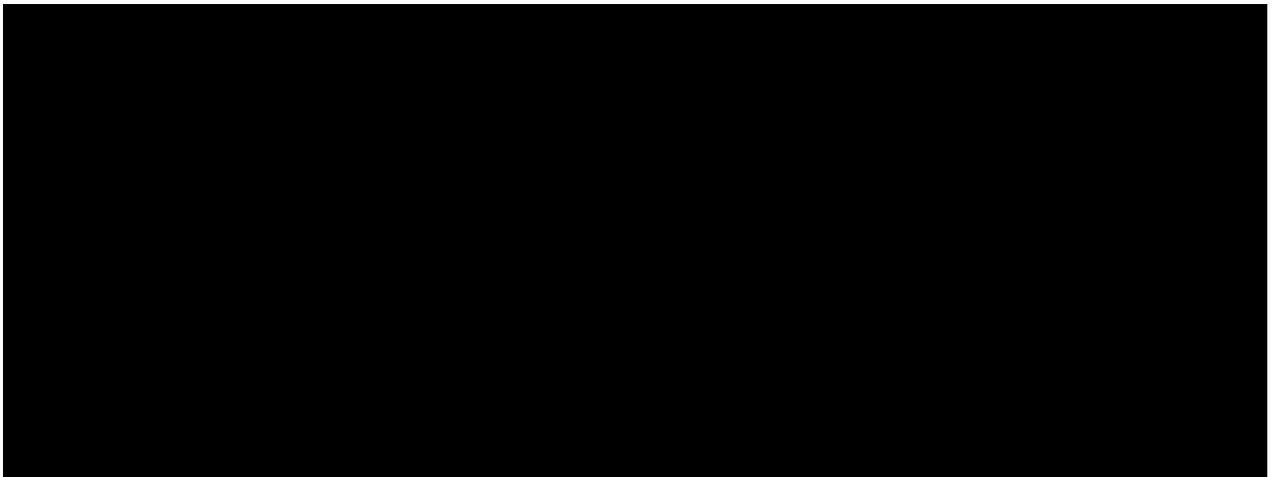
Responses to non-cost criterion and sub-criterion



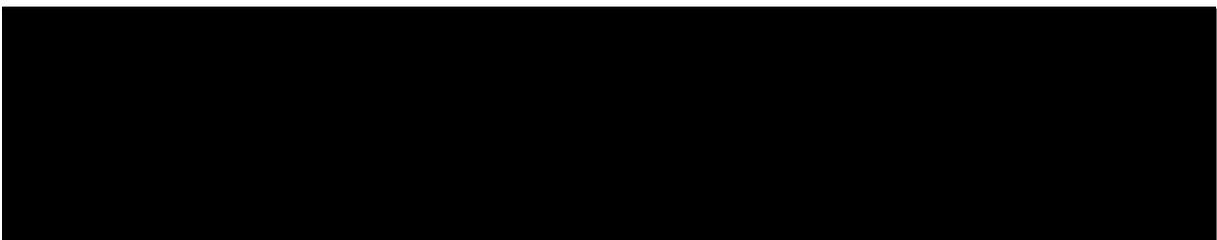
1.1. Ability to provide requested content for relevant bid



2.1. What is your understanding of the overall high level specification



The benefits of a single supplier



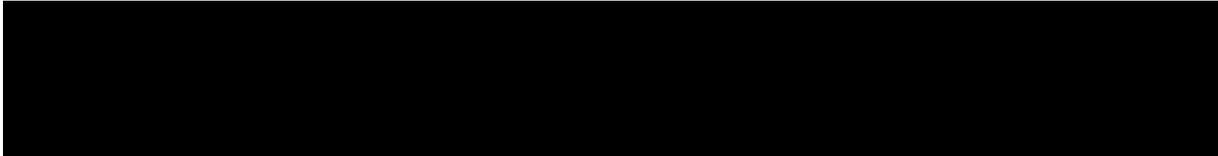
Quality of service



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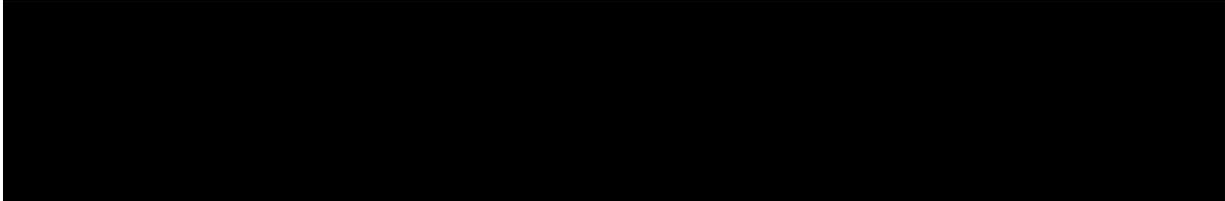
Consistency of service



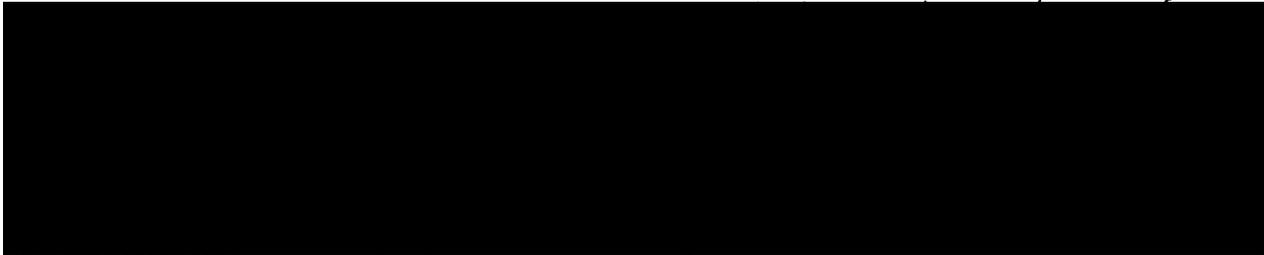
Single Point of Contact



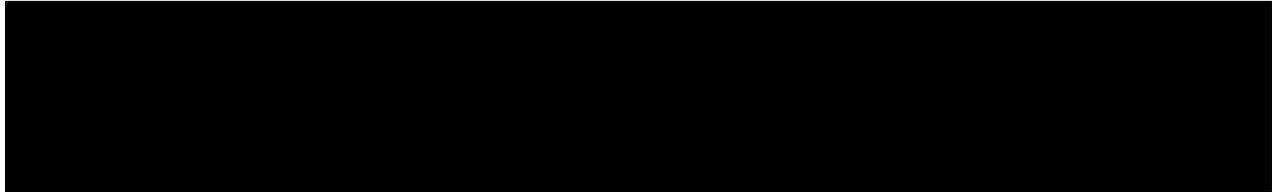
Development of service



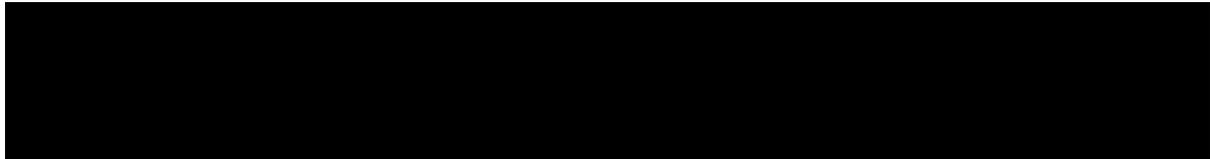
Cost of service and value for money



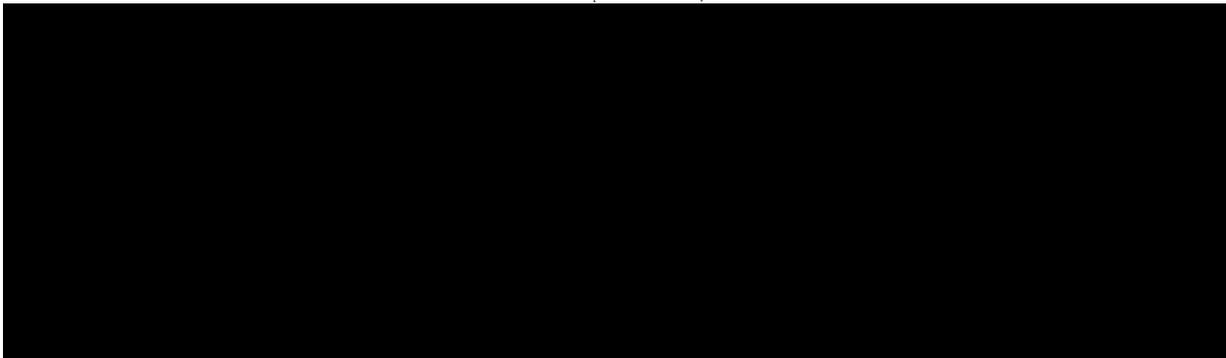
Security and maintenance of data



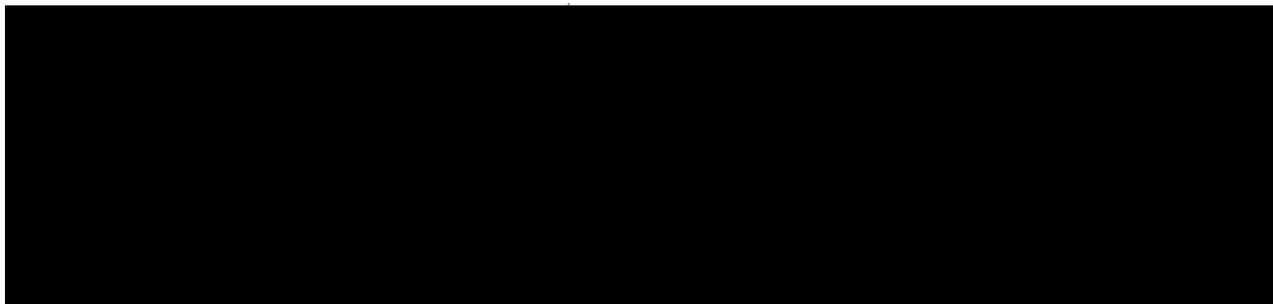
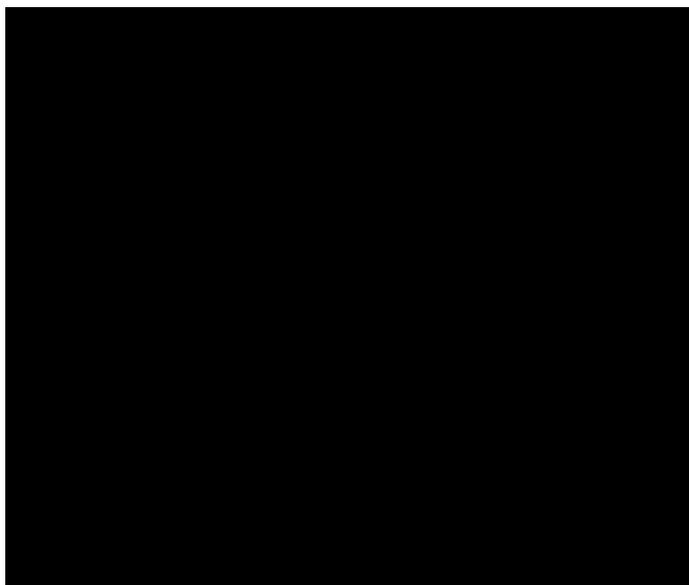
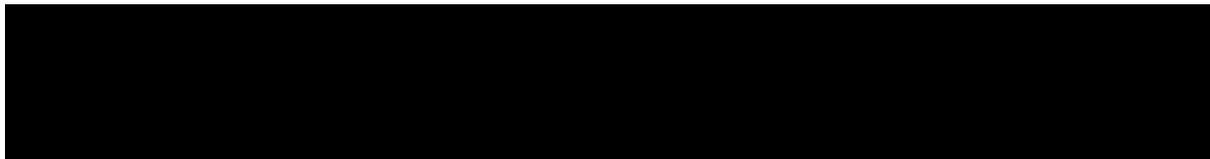
Flexibility of supply



Consistency and transparency of reporting

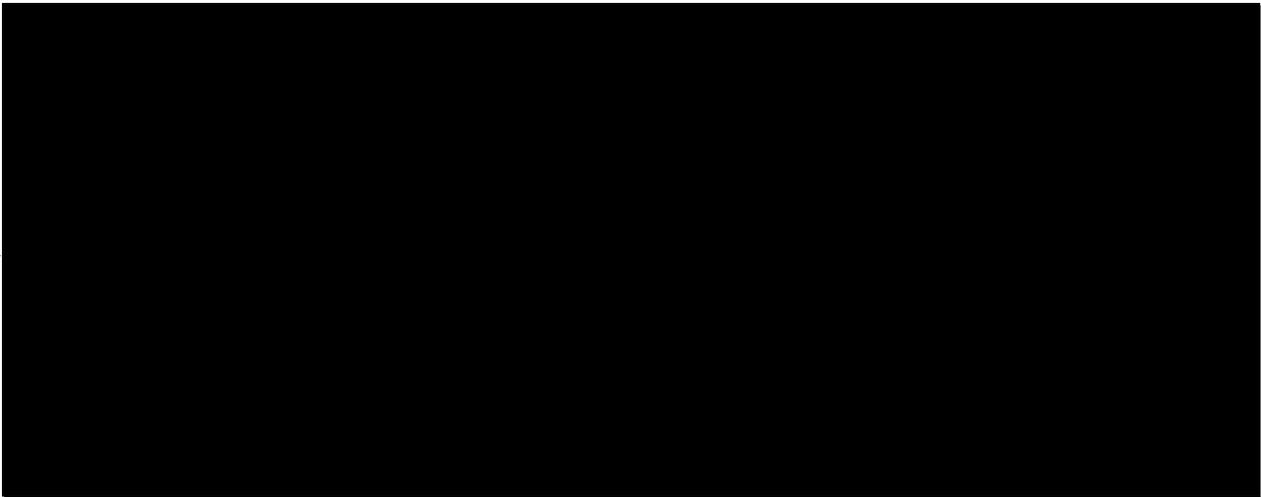


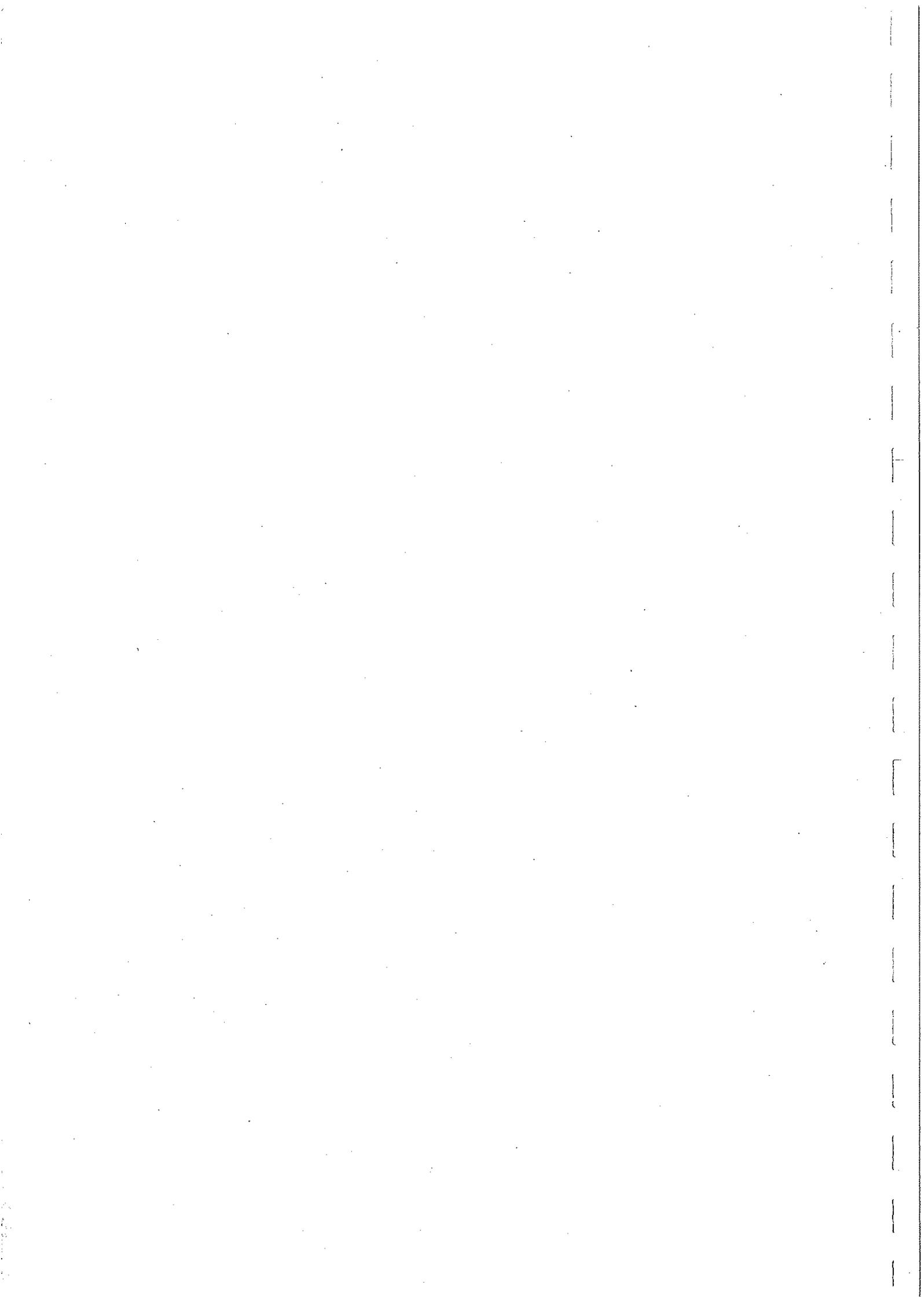
Taking costs out of the supply chain



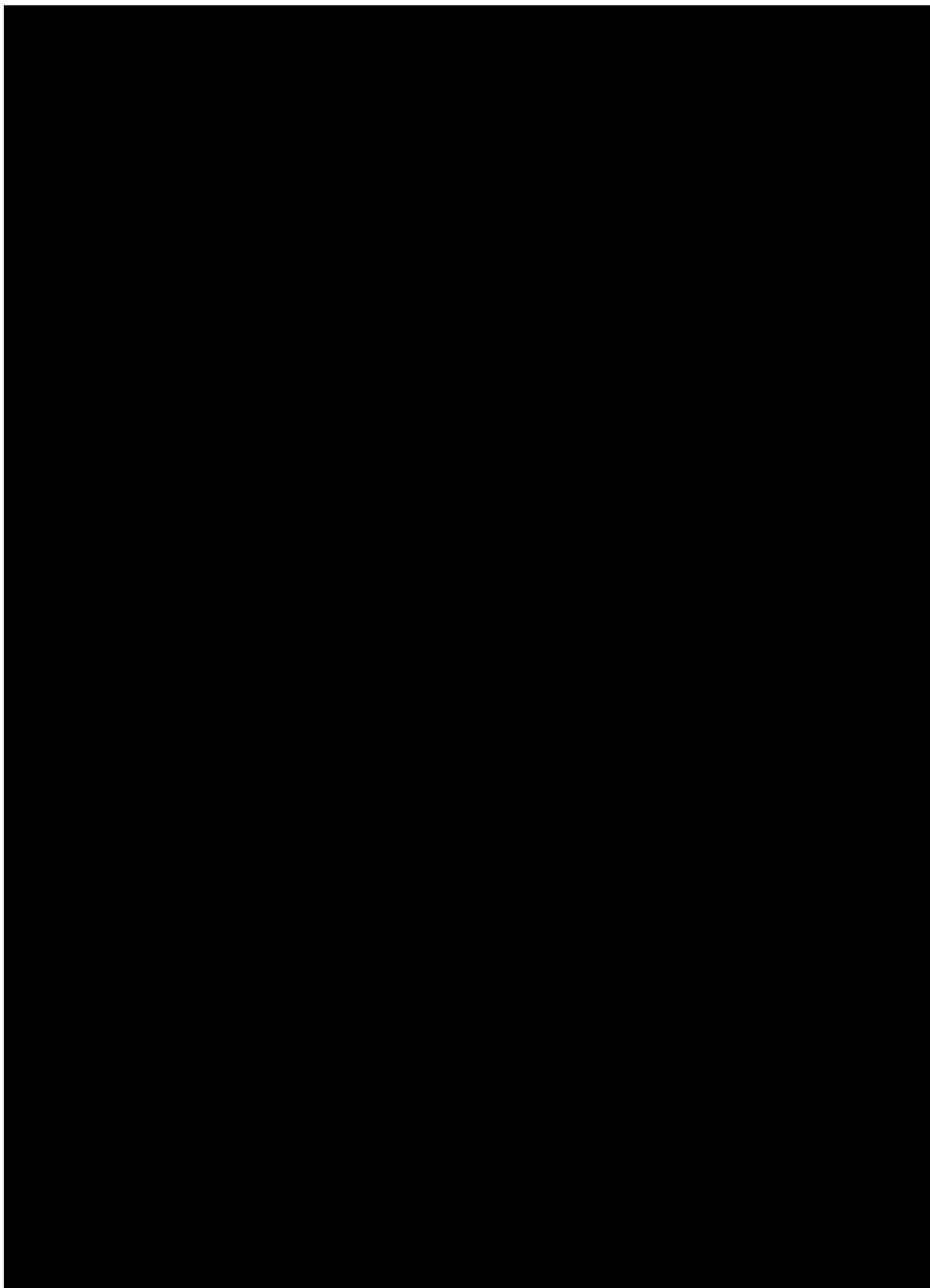
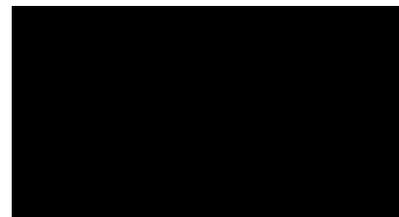


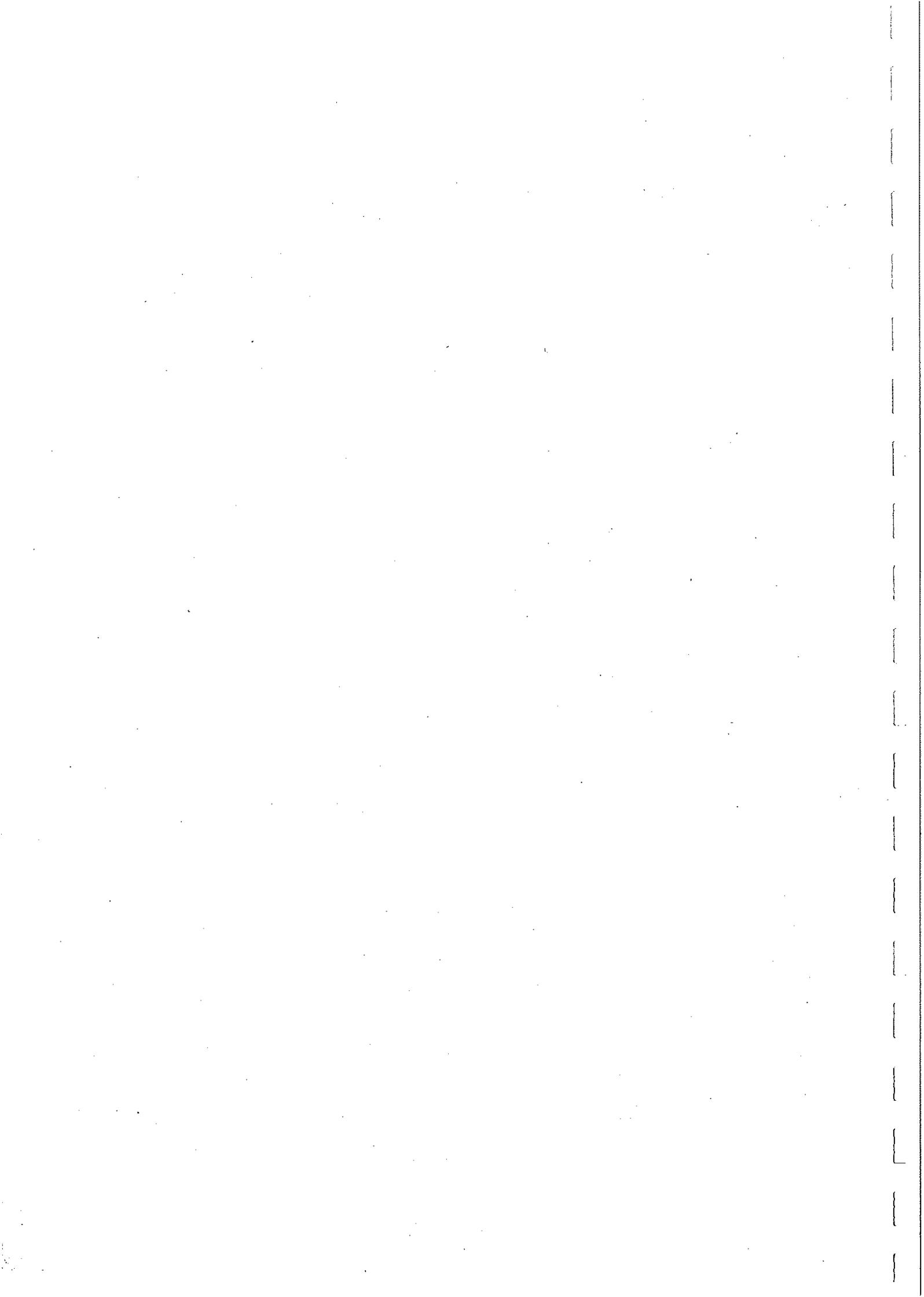
Pricing and overall value for money



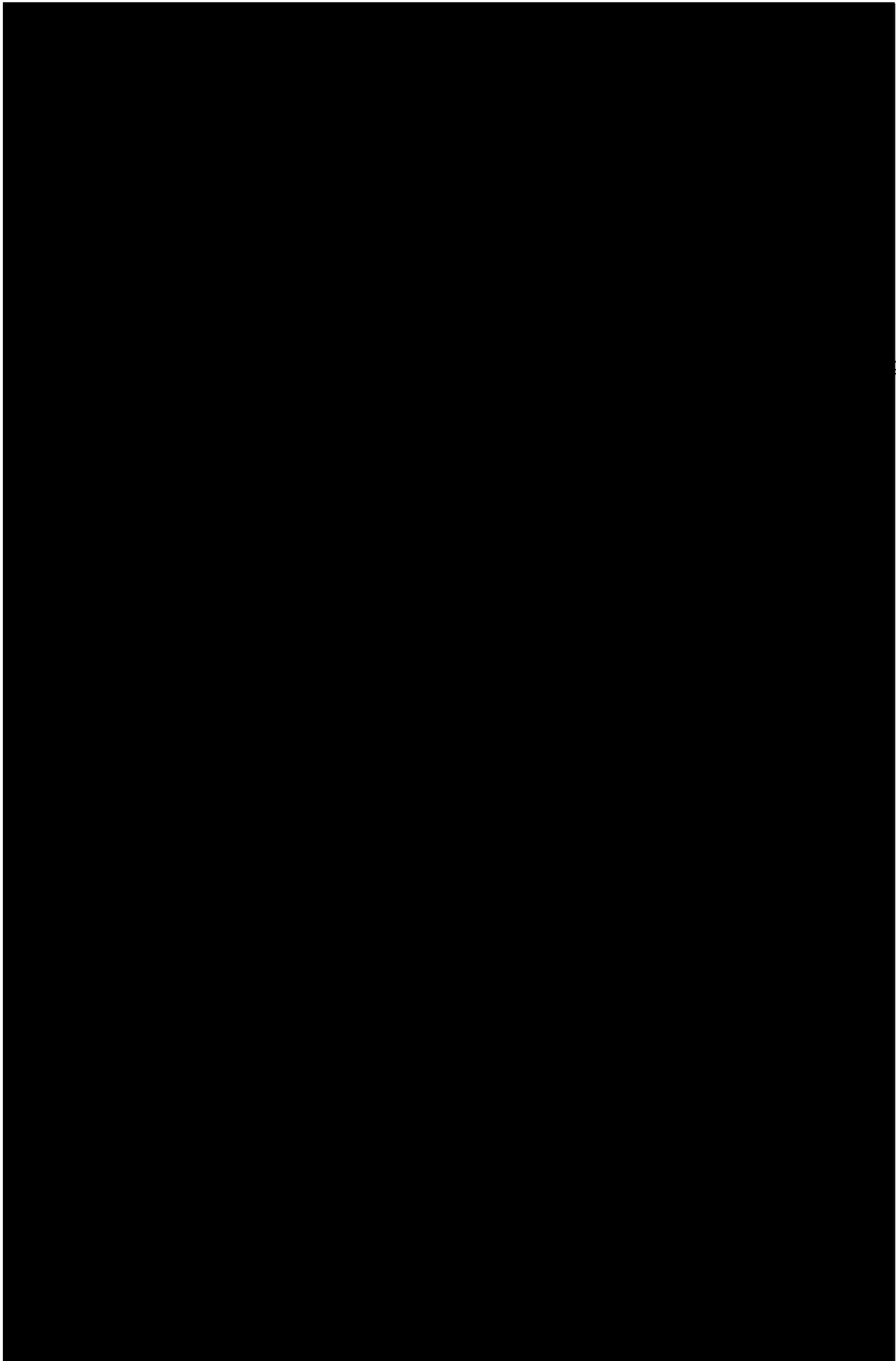


Quality Assurance Policy





Environmental Policy



Meeting Our Commitments

