



STANDARD TERMS

All work carried out by the Supplier for the UK Green Investment Bank plc is subject to these Standard Terms, except to the extent that changes are expressly agreed with the Supplier in writing.

1. INTERPRETATION

1.1 The interpretation and construction of these Standard Terms (the "**Standard Terms**") shall all be subject to the following provisions:

1.1.1 capitalised expressions shall have the meaning given to them in the Appendix to these Standard Terms.

1.1.2 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.1.3 words importing the masculine include the feminine and the neuter and vice versa;

1.1.4 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";

1.1.5 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;

1.1.6 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 the Framework Agreement);

1.1.7 headings are included in these Standard Terms for ease of reference only and shall not affect the interpretation or construction of these Standard Terms;

1.1.8 references in these Standard Terms to any Appendix, Clause, sub-Clause without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, these Standard Terms so numbered;

1.1.9 references in these Standard Terms to any Schedule without further designation shall be construed as a reference to a schedule to the Engagement Letter so numbered;

1.1.10 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;

1.1.11 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and

1.1.12 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail over the Schedules.

2. SCOPE OF FRAMEWORK AGREEMENT

2.1 Without prejudice to the provisions of Clause 31, the Framework Agreement, including these Standard Terms, governs the relationship between GIB and the Supplier in respect of the provision of the Services by the Supplier to GIB.

2.2 GIB may, at its absolute discretion and from time to time during the Term, Order the Services from the Supplier in accordance with the Ordering Procedures.

2.3 The Supplier acknowledges that there is no obligation whatsoever on GIB to invite or select the Supplier to provide any Services and/or to purchase any Services under the Framework Agreement.

2.4 No undertaking or any form of statement, promise, representation or obligation shall be made or deemed to have been made by GIB in respect of the total quantities or values of the Services to be ordered by them pursuant to the Framework Agreement and the Supplier acknowledges and agrees that it has not entered into the Framework Agreement on the basis of any such undertaking, statement, promise or representation.

3. NON-EXCLUSIVITY

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

4. ORDERING PROCEDURES

4.1 GIB shall be entitled at any time, during the Term to place an Order for the Services from the Supplier by serving an Order in accordance with this Clause 4.

4.2 GIB may place an Order with the Supplier by issuing a Call-Off Contract substantially in the form set out in Schedule 4 (Call-Off Contract) to the Engagement Letter provided that the Order shall:

4.2.1 state the requirements of GIB for the Services;

4.2.2 identify the Lot or Lots for which the Order is made (if applicable); and

4.2.3 where the applicable hourly or daily rates, or where the price will be based on rates which are lower than the hourly or daily rates set out in Schedule 2 (Charging Structure) to the Engagement Letter, state the price or applicable hourly or daily rates.

4.3 The receipt by GIB of a Call-Off Contract countersigned by the Supplier shall form a binding Call-Off Contract between the Supplier and GIB for the provision of the Services specified in the relevant Order.

5. SUPPLY OF CONTRACT SERVICES

5.1 The Supplier shall supply the Contract Services to GIB in accordance with the provisions of the Framework Agreement.

5.2 The Supplier shall:

5.2.1 comply with all reasonable instructions given to the Supplier and its Staff by GIB in relation to the Contract Services from time to time, including reasonable instructions to reschedule or alter the Contract Services;

5.2.2 immediately report to GIB's Representative any matters which involve or could potentially involve a conflict of interest as referred to in Clause 5.3.1;

5.2.3 co-operate with GIB and GIB's other professional advisers in relation to the Contract Services as required by GIB; and

5.2.4 comply with GIB's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality

	undertakings and sustainability) in each case as notified to the Supplier in writing by GIB.	6.3	Unless the context requires otherwise: (i) references to GIB receiving the Services will include, to the extent that they receive the Services, the other Service Recipients; (ii) licences granted to GIB will include, to the extent that they receive the Services, the other Service Recipients; (iii) indemnities granted to GIB will include, to the extent that they receive the Services, the other Service Recipients; (iv) references to GIB's: (a) assets, systems, business, operations or the like; or (b) customers, contractors, advisers or other similar third parties, will include, to the extent that they are receiving the Services, those of the other Service Recipients; and (v) references to GIB providing or receiving an item (including data or information) pursuant to the Framework Agreement will include items provided by or to the other Service Recipients.
5.3	The Supplier shall not:		
5.3.1	knowingly act at any time during the term of the Call-Off Contract in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company and GIB shall thereby exist in relation to the Contract Services; or		
5.3.2	incur any expenditure which would result in any estimated figure for any element of the Contract Services being exceeded without GIB's written agreement; or		
5.3.3	without the prior written consent of GIB, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Contract Services; or	7.	THIRD PARTY BENEFICIARIES
5.3.4	pledge the credit of GIB in any way; or	7.1	Each of the Service Recipients will be third party beneficiaries under the Framework Agreement (" Third Party Beneficiaries ") in respect of every term of the Framework Agreement. The Third Party Beneficiaries will be entitled to enforce the terms of the Framework Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
5.3.5	engage in any conduct which in the reasonable opinion of GIB is prejudicial to GIB.		
5.4	Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.	7.2	Without prejudice to Clause 7.1, any losses suffered by the Third Party Beneficiaries shall, to the extent permitted by law, be deemed to be losses suffered by GIB and, subject to the limitations and exclusions of liability set out in Clause 27, will be recoverable by GIB against the Supplier.
5.5	The Supplier accepts that GIB shall have the right after consultation with the Supplier to require the removal from involvement in the Contract Services of any person engaged in the performance of the Contract Services if in GIB's reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract Services.	7.3	All claims from any of the Third Party Beneficiaries against the Supplier shall be brought, to the extent permitted by law, by GIB itself on behalf of the relevant Third Party Beneficiary. Where GIB, having complied with this Clause 7.3, is expressly prevented by a decision of the English courts from bringing a claim on behalf of such Third Party Beneficiary for any reason (including a decision of the English courts that GIB is not an interested party in the proceedings), then the relevant Third Party Beneficiary will be entitled to bring the claim directly against the Supplier pursuant to Clause 7.1.
5.6	If the Supplier fails to perform the Contract Services by the applicable dates, GIB shall, without limiting its other rights or remedies, have one or more of the following rights:	7.4	If GIB brings a claim against the Supplier which includes losses incurred by a Third Party Beneficiary, where such Third Party Beneficiary has already recovered such losses from the Supplier, the claim brought by GIB will be reduced by the amount of those losses recovered and paid to the relevant Third Party Beneficiary.
5.6.1	to terminate the Framework Agreement and/or the affected Call-Off Contract with immediate effect by giving written notice to the Supplier;		
5.6.2	to refuse to accept any subsequent performance of the Contract Services under the affected Call-Off Contract which the Supplier attempts to make;	8.	VARIATION OF CONTRACT SERVICES
5.6.3	to recover from the Supplier any costs incurred by GIB in obtaining substitute services from a third party;	8.1	GIB may request a variation to the Contract Services at any time.
5.6.4	where GIB has paid in advance for Contract Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or	8.2	Any request by GIB for a variation to the Contract Services shall be by written notice to the Supplier:
5.6.5	to claim damages for any additional costs, loss or expenses incurred by GIB which are in any way attributable to the Supplier's failure to meet such applicable dates.	8.2.1	giving sufficient information for the Supplier to assess the extent of the variation and any additional costs that may be incurred; and
6.	SERVICE RECIPIENTS	8.2.2	specifying the timeframe within which the Supplier must respond to the request, which shall be reasonable,
6.1	The Framework Agreement, any Call-Off Contract and the Services provided by the Supplier are for the benefit of GIB and, where applicable, the following other parties:		and the Supplier shall respond to such request within such timeframe.
6.1.1	any other member of the GIB Group;	8.3	In the event that the Supplier and GIB are unable to agree any change to the Contract Charges in connection with any requested variation to the Contract Services, GIB may agree that the Supplier should continue to perform its obligations under the Call-Off Contract without the variation or may terminate the Call-Off Contract in accordance with Clause 25.4.
6.1.2	any employee, officer, consultant or agent of GIB or of any other member of the GIB Group; and	9.	KEY PERSONNEL
6.1.3	any JV. (each a " Service Recipient ").	9.1	The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Contract Services to GIB. The Key Personnel shall be responsible for performing such roles as are ascribed to them in the Call-Off Contract and such other roles as may be necessary or desirable for the purposes of the Call-Off Contract or as may be agreed between the Parties from time to time.
6.2	The Supplier acknowledges and agrees that the Services provided by the Supplier under the Framework Agreement may be made available by GIB for the other Service Recipients. To the extent that GIB makes available any part or all of the Services to one of more other Service Recipients, the obligation to pay for the Services shall remain with GIB, except where the Parties agree otherwise. For the purposes of the Framework Agreement, all such Service Recipients shall receive the benefit of the Services provided under the Framework Agreement, but shall not be responsible for any obligations owed by GIB to the Supplier.	9.2	The Key Personnel shall not be released by the Supplier from supplying the Contract Services without the agreement of GIB,

- except by reason of long-term sickness, maternity leave, paternity leave, termination of employment/partnership or other extenuating circumstances.
- 9.3 Any replacements to the Key Personnel shall be subject to the agreement of GIB. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Call-Off Contract.
- 9.4 GIB shall not unreasonably withhold its agreement under Clauses 9.2 or 9.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Call-Off Contract which could be caused by a change in Key Personnel.
10. **CONTRACT MANAGEMENT**
- 10.1 The Supplier will appoint the Supplier Representative and such Supplier Representative shall be a suitably qualified nominated contact who will take overall responsibility for delivering the Services under the Framework Agreement. In addition, the Supplier shall appoint a suitably qualified deputy to act in their absence.
- 10.2 The Supplier Representative and GIB Representative shall meet to hold strategic management review meetings at a frequency agreed between GIB and the Supplier. GIB 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 will be agreed between both Parties at least ten (10) Working Days before the date of the strategic management review.
- 10.3 In addition to the strategic review meetings, the Supplier Representative and GIB Representative shall meet to hold transaction review meetings. If requested by GIB, the Supplier shall procure that Key Personnel attend transaction review meetings at no cost to GIB during the term of each Call-Off Contract and upon its conclusion.
11. **PAYMENT AND CHARGES**
- 11.1 In consideration of the Supplier's performance of its obligations under the Call-Off Contract, GIB shall pay the Contract Charges in accordance with this Clause 11.
- 11.2 GIB shall, in addition to the Contract Charges and following receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Contract Services supplied.
- 11.3 The provisions of Schedule 2 (Charging Structure) to the Engagement Letter shall apply in relation to the Contract Services.
- 11.4 The Supplier shall indemnify GIB on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on GIB at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Call-Off Contract. Any amounts due under this Clause 11.4 shall be paid by the Supplier to GIB not less than five (5) Working Days before the date upon which the tax or other liability is payable by GIB.
- 11.5 GIB shall pay all sums properly due and payable to the Supplier in respect of the Contract Services in cleared funds by no later than thirty (30) calendar days after the date of a validly issued invoice for such sums.
- 11.6 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form) contains all appropriate references and a detailed breakdown of the Contract Services provided and any disbursements and that it is supported by such other documentation as may reasonably be required by GIB to substantiate the invoice.
- 11.7 The Supplier shall make any payments due to GIB 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 GIB to the Supplier.
- 11.8 Subject always to the provisions of Clause 30, if the Supplier enters into a Sub-Contract in respect of the Contract Services, it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.
- 11.9 If a Party fails to make any payment due to the other under the Framework Agreement by the due date for that payment then the defaulting party shall pay interest on the overdue amount calculated at a rate equal to 2% per annum above the base lending rate of Barclays Bank plc (as that rate may be updated from time to time). Such interest shall accrue on a daily basis from the original due date for payment until the date of actual payment of the overdue amount, whether that date of actual payment falls before or after any court judgment. The defaulting party shall pay the interest together with the overdue amount. This Clause shall not apply to payments the defaulting party disputes in good faith. The parties agree that the level of interest payable under this Clause is a substantial contractual remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 11.10 All payments due shall be made in cleared funds to such bank or building society account as the recipient Party may from time to time direct in writing.
- 11.11 Wherever under the Call-Off Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to GIB in respect of any breach of the Call-Off Contract), GIB may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Call-Off Contract
- 11.12 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
12. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**
- 12.1 The Supplier warrants represents and undertakes to GIB that:
- 12.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under the Framework Agreement;
- 12.1.2 the Engagement Letter is executed by a duly authorised representative of the Supplier;
- 12.1.3 in entering into the Framework Agreement it has not committed any fraud;
- 12.1.4 all information, statements, warranties and representations contained in the response submitted by the Supplier to the pre-qualification questionnaire, tender and (unless otherwise agreed by GIB in writing) any other document which resulted in the award to the Supplier of the Framework Agreement are true, accurate, and not misleading save as may have been specifically disclosed in writing to GIB prior to the execution of the Engagement Letter and it will promptly advise GIB 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;
- 12.1.5 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 the Framework Agreement and/or any Call-Off Contract which may be entered into with GIB;
- 12.1.6 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 the Framework Agreement and/or any Call-Off Contract which may be entered into with GIB;
- 12.1.7 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the unauthorised use of, modification, access, introduction, creation or propagation of any disruptive element, virus, worms and/or trojans, spyware or other malware into the computing environment (including the hardware, software and/or telecommunications networks or

- equipment), data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, GIB; and
- 12.1.8 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect for so long as is necessary for the proper provision of the Contract Services.
- 12.2 The Supplier shall promptly notify GIB in writing of any material detrimental change in the financial standing and/or credit rating of the Supplier.
- 12.3 Each time a Call-Off Contract is entered into the warranties, representations and undertakings in Clause 12.1 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time that they are deemed to be repeated.
- 12.4 Each time a Call-Off Contract is entered into, the Supplier warrants, represents and undertakes to GIB that:
- 12.4.1 it has read and fully understood the Call-Off Contract and is capable of performing the Contract Services in all respects in accordance with the Call-Off Contract;
- 12.4.2 the Supplier and each of its Sub-Contractors has all Staff, equipment and experience necessary for the proper performance of the Contract Services; and
- 12.4.3 it will at all times:
- perform its obligations under the Call-Off Contract with all reasonable care, skill and diligence and in accordance with Good Industry Practice;
 - carry out the Contract Services within the timeframe agreed with GIB; and
 - without prejudice to its obligations under Clause 9 (Key Personnel), ensure to the satisfaction of GIB that the Contract Services are provided and carried out by such appropriately qualified, skilled and experienced suppliers and/or other Staff as shall be necessary for the proper performance of the Contract Services.
- 12.5 For the avoidance of doubt, the fact that any provision within the Framework Agreement is expressed as a warranty shall not preclude any right of termination GIB may have in respect of breach of that provision by the Supplier.
- 12.6 For the duration of the Framework Agreement and for a period of twelve (12) months after the termination or expiry of the Framework Agreement or, if later, all Call-Off Contracts, the Supplier shall not employ or offer employment to any staff of GIB who have been associated with the procurement and/or provision of the Services without the prior written consent of GIB.
- 13. PREVENTION OF BRIBERY AND CORRUPTION**
- 13.1 The Supplier shall not:
- 13.1.1 offer or give, or agree to offer or give, and shall procure that all Supplier Staff or any person acting on the Supplier's behalf shall not 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 GIB, which gift or consideration could act as an inducement or a reward for any act or failure to act in relation to the Framework Agreement or any other contract with any Relevant Person; or
- 13.1.2 engage in and shall procure that all Supplier Staff or any person acting on the Supplier's behalf shall not commit, in connection with the Framework Agreement, a Prohibited Act under the Bribery Act 2010, or any other relevant Laws, statutes, regulations or codes in relation to bribery and anti-corruption ("**Anti-Bribery Laws**").
- 13.2 The Supplier warrants, represents and undertakes to GIB that it has not:
- 13.2.1 in entering into the Framework Agreement breached the undertakings in Clause 13.1; or
- 13.2.2 paid commission or agreed to pay commission to GIB or any other public body or any person employed by or on behalf of GIB or any other public body in connection with the Framework Agreement; or
- 13.2.3 entered into the 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 GIB in connection with the Framework Agreement, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to GIB before execution of the Framework Agreement; or
- 13.2.4 been convicted of any offence involving bribery or corruption, fraud or dishonesty, nor has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving a breach of Anti-Bribery Laws
- and agrees that each time a Call-Off Contract is entered into the above warranties, representations and undertakings shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time that they are deemed to be repeated.
- 13.3 The Supplier shall:
- 13.3.1 in relation to the Framework Agreement and each Call-Off Contract, act in accordance with the Ministry of Justice Guidance;
- 13.3.2 comply with any request made by GIB that Supplier Staff participate in anti-bribery training;
- 13.3.3 immediately notify GIB if it suspects or becomes aware of any breach of this Clause 13; and
- 13.3.4 respond promptly to any of GIB's enquiries regarding any breach, potential breach or suspected breach of this Clause 13 and the Supplier shall co-operate with any investigation and allow GIB to audit the Supplier's books, records and any other relevant documentation in connection with any actual, potential or suspected breach.
- 13.4 Any audit conducted pursuant to Clause 13.3.4 shall be in addition to the number of audits permitted under Clause 17.
- 13.5 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, or if GIB has reasonable cause to suspect that a breach has or may occur of:
- 13.5.1 this Clause 13; or
- 13.5.2 the Bribery Act 2010 in relation to the Framework Agreement, any Call-Off Contract or any other contract with GIB or any person employed by or on behalf of GIB,
- then GIB shall be entitled to terminate the Framework Agreement by written notice with immediate effect in accordance with Clause 24.3
- 13.6 As an alternative to termination of the Framework Agreement under Clause 13.5 above, GIB shall be entitled, in the circumstances outlined in Clause 13.5, to suspend the Framework Agreement pending GIB's enquiries regarding any breach, potential breach or suspected breach of this Clause 13 and/or terminate any existing Call-Off Contract.
- 13.7 Without prejudice to its other rights and remedies under this Clause 13, GIB 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 GIB in full from and against any other loss sustained by GIB in consequence of any breach of this Clause 13.
- 14. CALL-OFF CONTRACT PERFORMANCE**
- 14.1 The Supplier shall perform all its obligations under all Call-Off Contracts entered into with GIB:
- 14.1.1 in accordance with the requirements of the Framework Agreement;
- 14.1.2 in accordance with the terms and conditions of the respective Call-Off Contracts; and

- 14.1.3 in compliance with all applicable Laws.
- 14.2 The Supplier shall draw any conflict between any of the requirements of sub-Clauses 14.1.1 or 14.1.2 and those of sub-Clause 14.1.3 to the attention of GIB and shall comply with GIB's decision on the resolution of that conflict.
- 14.3 For the purposes of Clause 14.1 if there is any conflict between the requirements of these Standard Terms, the Engagement Letter and the terms and conditions of any Call-Off Contract the conflict shall be resolved in accordance with the following order of precedence:
- 14.3.1 the Engagement Letter;
- 14.3.2 these Standard Terms;
- 14.3.3 the Call-Off Contract; and
- 14.3.4 any other document referred to in the Call-Off Contract (not including the Framework Agreement).
- 15. STATUTORY REQUIREMENTS, STANDARDS AND CHANGES IN LAW**
- 15.1 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 the Framework Agreement and any Call-Off Contract.
- 15.2 If there is a change in Law that requires changes to the Framework Agreement, to any Call-Off Contract or to the Services (including any changes to the status of GIB as a regulated entity by any relevant Regulatory Body) then the Parties will work together to identify the impact of such change in Law and agree any changes necessary to the Framework Agreement and, subject to GIB's approval, any required change will be implemented by the Supplier by no later than the effective date of such change to the Law.
- 16. NON-DISCRIMINATION**
- 16.1 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 the Framework Agreement and any Call-Off Contract.
- 16.2 The Supplier shall take all reasonable steps to secure the observance of Clause 16.1 by all the Supplier Staff and shall comply with any policy of GIB on the matters set out in Clause 16.1, as reasonably directed by GIB in writing.
- 17. RECORDS AND AUDIT ACCESS**
- 17.1 The Supplier shall keep and maintain until seven (7) Years after the date of termination or expiry (whichever is the earlier) of the Framework Agreement or, if later, any Call-Off Contract (or such other longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Framework Agreement including the Services provided under it, the Call-Off Contracts entered into with GIB and the amounts paid by GIB.
- 17.2 The Supplier shall keep the records and accounts referred to in Clause 17.1 in accordance with Good Industry Practice.
- 17.3 The Supplier shall afford each of GIB, the National Audit Office and/or any auditor appointed by GIB or the Audit Commission ("**Auditors**") and their respective representatives access to the records and accounts referred to in Clause 17.1 at the Supplier's premises and/or provide copies of such records and accounts, as may be required and agreed with GIB (or Auditors) from time to time, in order that GIB (or Auditors) may carry out an inspection including for the following purposes:
- 17.3.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with the Framework Agreement);
- 17.3.2 to review the integrity, confidentiality and security of GIB Personal Data held or used by the Supplier;
- 17.3.3 to review the Supplier's compliance with the Data Protection Legislation in accordance with the Framework Agreement and any other Laws;
- 17.3.4 to review the Supplier's compliance with its security obligations;
- 17.3.5 to review any books of accounts kept by the Supplier in connection with the provision of the Services; and
- 17.3.6 to ensure that the Supplier is complying with its obligations under the Framework Agreement and any Call-Off Contract.
- 17.4 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 seven (7) Years after expiry of the Term or any Call-Off Contract, if later, to GIB (or Auditors) and/or its internal and external auditors.
- 17.5 GIB shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of any Services pursuant to any Call-Off Contract, 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 GIB.
- 17.6 Subject to GIB'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:
- 17.6.1 all information within the scope of the Audit requested by the Auditors;
- 17.6.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services (and/or Contract Services as appropriate); and
- 17.6.3 reasonable access to the Supplier Staff.
- 17.7 The costs of any Audit shall be borne by GIB unless such Audit shows that the Supplier has over-charged GIB for provision of the Services in which case the Supplier shall bear the costs of such Audit and shall within thirty (30) calendar days of the discovery of the overpayment reimburse GIB the amount of such overpayment together with interest on such overpayment pursuant to Clause 11.
- 17.8 Notwithstanding the provisions of Clause 17.7 the Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 17.
- 18. CONFIDENTIALITY**
- 18.1 Except to the extent set out in this Clause 18 or where disclosure is expressly permitted elsewhere in the Framework Agreement, each Party shall:
- 18.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- 18.1.2 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 the Framework Agreement or any Call-Off Contract or except where disclosure is otherwise expressly permitted by the provisions of the Framework Agreement, any Call-Off Contract or is a requirement of Law.
- 18.2 The Supplier shall ensure that the Supplier Staff are aware of, and shall use its best endeavours to ensure that the Supplier Staff comply with, the Supplier's confidentiality obligations under the Framework Agreement.
- 18.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the GIB Confidential Information received otherwise than for the purposes permitted by the Framework Agreement.
- 18.4 The provisions of Clauses 18.1 to 18.3 shall not apply to any Confidential Information received by one Party from the other which:
- 18.4.1 is or becomes public knowledge (otherwise than by breach of this Clause 18); or

- 18.4.2 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; or
- 18.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- 18.4.4 is information independently developed without access to the Confidential Information; or
- 18.4.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 20 (Freedom of Information).
- 18.5 Nothing in the Framework Agreement shall prevent GIB from disclosing the Supplier Confidential Information:
- 18.5.1 for the purpose of the examination and certification of GIB's accounts;
- 18.5.2 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 GIB has used its resources; or
- 18.5.3 to any government department,
and the Supplier hereby acknowledges that all government departments receiving such Supplier Confidential Information may further disclose the Supplier Confidential Information to other government departments 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 (unless disclosure is required by Law or is permitted under any Call-Off Contract).
- 18.6 The Supplier acknowledges and agrees that information relating to Orders placed by GIB, including service levels, 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 Contract may be shared with any public bodies from time to time. GIB shall use reasonable endeavours to notify the recipient of such information that its contents are confidential.
- 18.7 Nothing in Clauses 18.1 to 18.3 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement or any Call-Off Contracts in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 18.8 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Framework Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 18.9 The Supplier shall immediately notify GIB of any breach of security in relation to any GIB Confidential Information obtained in the performance of the Framework Agreement and any Call-Off Contracts and shall keep a record of such breaches. The Supplier shall use its best endeavours to recover such GIB Confidential Information however it may be recorded. This obligation is in addition to the Supplier's obligations under Clauses 18.1 to 18.3. The Supplier shall co-operate with GIB in any investigation that GIB considers necessary to undertake as a result of any breach of security in relation to the GIB Confidential Information.
- 18.10 The Supplier shall, at its own expense, alter any security systems used in connection with the performance of the Framework Agreement or any Call-Off Contract at any time during the Term at the request of GIB if GIB believes (acting reasonably) the Supplier has failed to comply with Clause 18.2.
- 19. DATA PROTECTION**
- 19.1 The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that:
- 19.1.1 where the Supplier is not a Specialist Service Provider, the Supplier shall be a Data Processor in relation to GIB Personal data; and
- 19.1.2 where the Supplier is a Specialist Service Provider, it shall be a Joint Data Controller of the GIB Personal Data
and that both Parties will duly observe any of their obligations under the Data Protection Legislation which arise in connection with the Framework Agreement.
- Data Processor Obligations**
- 19.2 To the extent that the Supplier is acting as Data Processor for and on behalf of GIB in relation to Processing that it is carrying out arising out of, or in connection with, the provision of the Services, it shall:
- 19.2.1 comply with the obligations imposed on GIB by the Seventh Data Protection Principle, namely:
- maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on GIB by the Seventh Data Protection Principle and take reasonable steps to ensure the reliability of any personnel of the Supplier who have access to GIB Personal Data;
 - only process GIB Personal Data for and on behalf of GIB for the purpose of performing the Services and in accordance with the Framework Agreement (and where necessary only on instructions from GIB to ensure compliance with the Data Protection Legislation); and
 - allow representatives of GIB to audit the Supplier's compliance with the requirements of this Clause 19.2 on reasonable notice and/or, at the option of GIB on request to provide GIB with evidence of its compliance with such requirements;
- 19.2.2 restrict the disclosure of the GIB Personal Data to those of its personnel who may be required by it to assist it in meeting its obligations under the Framework Agreement and no other personnel shall have access to such GIB Personal Data and ensure that such personnel used by it to Process the GIB Personal Data to provide the Services as they relate to GIB Personal Data shall have undergone reasonable levels of training in Data Protection Legislation and in the care and handling of Personal Data;
- 19.2.3 not transfer any GIB Personal Data outside the European Economic Area without GIB's prior written consent and procuring compliance with the Eighth Data Protection Principle;
- 19.2.4 hold the GIB Personal Data in such a manner that it is capable of being distinguished from other data or information processed by the Supplier;
- 19.2.5 without prejudice to the generality of Clause 25 (Consequences of Termination and Expiry), on expiry or termination of the Framework Agreement, howsoever caused, the Supplier shall immediately cease Processing the GIB Personal Data and, at GIB's option or direction, arrange for the prompt and safe return and/or secure and permanent destruction of all GIB Personal Data, together with all copies in its possession or control and, where requested by GIB, certify that such destruction has taken place;
- 19.2.6 use all reasonable endeavours to assist GIB to comply with any obligations imposed on GIB by the Data Protection Legislation, including:
- providing GIB with reasonable assistance in complying with any Data Subject Requests or any correspondence from the UK Information Commissioner (or any successor or replacement) in relation to the Processing of the GIB Personal Data;
 - promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or correspondence from the UK Information Commissioner (or any successor or replacement), informing GIB about the receipt of any such Data Subject Requests or correspondence from the UK Information Commissioner (or any successor or replacement); and

- (c) not disclosing any GIB Personal Data in response to any Data Subject Requests or correspondence from the UK Information Commissioner (or any successor or replacement) without first consulting with, and obtaining the consent of, GIB; and
- 19.2.7 promptly, and in any event within twenty-four (24) hours, notify GIB about any actual or suspected breach of Clause 19.2.1 and shall:
 - (a) implement any measures necessary to restore the security of compromised GIB Personal Data; and
 - (b) support GIB to make any required notifications to the UK Information Commissioner (or any successor or replacement) and affected Data Subjects.
- 19.3 The Supplier shall indemnify on demand and keep indemnified GIB from and against any and all losses which GIB may suffer or incur (directly or indirectly) in relation to the Supplier's failure to comply with its obligations under this Clause 19.

Joint Data Controllers

- 19.4 If GIB is deemed to be a Joint Data Controller with the Supplier, the Parties agree that GIB shall be responsible for the compliance obligations imposed on a Data Controller by the Data Protection Legislation, and the Supplier shall do all necessary things to enable GIB to perform such compliance obligations, save that each Party shall be responsible for compliance with its data security obligations set out in Clause 19.5.4 where the GIB Personal Data has been transmitted by it, or while the GIB Personal Data is in its possession or control. The Supplier shall indemnify GIB on demand and keep indemnified GIB from and against any and all costs and expenses that GIB incurs in fulfilling such compliance obligations on behalf of the Supplier.

Data Controller Obligations

- 19.5 To the extent that a Party is acting as a Data Controller of the GIB Personal Data, that Party shall:
 - 19.5.1 make due notification to UK Information Commissioner (or any successor or replacement), including its use and Processing of the GIB Personal Data and comply at all times with the Data Protection Legislation;
 - 19.5.2 ensure it is not subject to any prohibition or restriction which would:
 - (a) prevent or restrict it from disclosing or transferring the GIB Personal Data to the other Party, as required under the Framework Agreement; or
 - (b) prevent or restrict either Party from Processing the GIB Personal Data as envisaged under the Framework Agreement;
 - 19.5.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the GIB Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under the Framework Agreement in accordance with the Data Protection Legislation;
 - 19.5.4 maintain technical and organisational measures sufficient to comply at least with the obligations imposed on a Data Controller by the Seventh Data Protection Principle and take reasonable steps to ensure the reliability of any of each Party's respective personnel who have access to the GIB Personal Data;
 - 19.5.5 promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or correspondence from the UK Information Commissioner (or any successor or replacement), notify the other Party in the event that it receives such a Data Subject Request or correspondence from the UK Information Commissioner (or any successor or replacement) in relation to the Processing of the GIB Personal Data;
 - 19.5.6 use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of the GIB Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by Law;

- 19.5.7 promptly, and in any event within twenty-four (24) hours, notify the other Party about any actual or suspected breach of Clause 19.5.4 and shall:
 - (a) implement any measures necessary to restore the security of compromised GIB Personal Data; and
 - (b) support the other Party to make any required notifications to the UK Information Commissioner (or any successor or replacement) and affected Data Subjects; and
- 19.5.8 not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects.
- 19.6 The provisions of this Clause 19 shall apply during the Term and indefinitely after the termination or expiry of the Framework Agreement.

20. FREEDOM OF INFORMATION

- 20.1 The Supplier acknowledges that GIB is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with GIB to enable GIB 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 GIB 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; and
 - 20.2.2 provide all necessary assistance and Information reasonably requested by GIB to enable GIB 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 GIB shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Framework Agreement or any other Framework 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 the prior written consent of GIB.
 - 20.5 The Supplier acknowledges that (notwithstanding the provisions of this Clause 20) GIB may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
 - 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 accountprovided always that where this Clause 20.5 applies GIB 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.
 - 20.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with Clause 17 (Records and Audit Access) and shall permit GIB to inspect such records as requested from time to time.
- 21. TRANSPARENCY**
- 21.1 The Supplier acknowledges that the United Kingdom Government's transparency may require certain contracts, such as the Framework Agreement and/or any Call-Off Contracts, and any sourcing document, such as the procurement process documentation, to be published on a publicly searchable website. GIB will, to the extent permitted and reasonably practicable, consult with the Supplier prior to any such publication of the Framework Agreement and/or any Call-Off Contracts, including consideration of any appropriate redaction in accordance with the provisions of FOIA.

- 21.2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Framework Agreement and/or any Call-Off Contracts is not Confidential Information. GIB shall be responsible for determining in its absolute discretion whether any of the content of the Framework Agreement and/or any Call-Off Contracts are exempt from disclosure in accordance with the provisions of FOIA.
- 21.3 GIB shall be entitled to publicise the Framework Agreement and/or any Call-Off Contracts in accordance with any legal obligation upon GIB, including any examination of the Framework Agreement and/or any Call-Off Contracts by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 21.4 The Supplier shall not publicise or disclose the existence of the Framework Agreement and/or any Call-Off Contracts or the fact that it is advising GIB to any third party without the prior written consent of GIB to such publication or disclosure.
- 22. INTELLECTUAL PROPERTY RIGHTS**
- 22.1 Save as otherwise provided in the Special Conditions or under the Call-Off Contract, the Supplier assigns to GIB, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services. Where those products incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this Clause, the Supplier grants to GIB a worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable licence, with the right to grant sub-licences, under those Intellectual Property Rights to use, adapt, copy, reproduce and otherwise exploit those products for any purpose.
- 22.2 The Supplier shall obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 22.3 The Supplier shall, promptly at GIB's request, do (or procure to be done) all such further acts and things and execute all such other documents as GIB may from time to time require for the purpose of securing for GIB the full benefit of the Framework Agreement and any Call-Off Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to GIB in accordance with Clause 22.1.
- 22.4 The Supplier shall on demand fully indemnify and keep fully indemnified and hold GIB harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which GIB may suffer or incur as a result of any claim that the performance by the Supplier of the Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").
- 22.5 If a Claim arises, GIB shall notify the Supplier in writing of the Claim and GIB shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:
- 22.5.1 shall consult GIB on all substantive issues which arise during the conduct of such litigation and negotiations;
- 22.5.2 shall take due and proper account of the interests of GIB;
- 22.5.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of GIB into disrepute; and
- 22.5.4 shall not settle or compromise the Claim without the prior written approval of GIB (not to be unreasonably withheld or delayed).
- 22.6 The Supplier shall have no rights to use any of GIB's names, logos or trademarks without the prior written approval of GIB.
- 22.7 The Supplier shall not do anything or cause anything to be done which may damage the reputation of GIB or bring GIB into disrepute.
- 23. SUSTAINABLE PROCUREMENT**
- 23.1 The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services.
- 23.2 The Supplier shall also comply with GIB's corporate environment policy in force from time to time as published on its website or otherwise made available by GIB from time to time.
- 23.3 The Supplier shall promptly provide to GIB all such information regarding the environmental impact of the Services as may reasonably be requested by GIB.
- 24. TERMINATION OF THE FRAMEWORK AGREEMENT**
- 24.1 GIB shall have the right to terminate the Framework Agreement at any time by giving at least three (3) Months' written notice to the Supplier.
- 24.2 GIB may terminate the 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:
- 24.2.1 the Supplier has not remedied the Material Default to the satisfaction of GIB within twenty (20) Working Days, or such other period as may be specified by GIB, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
- 24.2.2 the Material Default is not, in the reasonable opinion of GIB, capable of remedy.
- 24.3 GIB may terminate the Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the conduct prohibited in Clauses 13.1 or 13.2 has occurred.
- 24.4 GIB may terminate the 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 18.1 to 18.3.
- 24.5 GIB may terminate the Framework Agreement with immediate effect by notice in writing where in respect of the Supplier:
- 24.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 24.5.2 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); or
- 24.5.3 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; or
- 24.5.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 24.5.5 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; or
- 24.5.6 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; or
- 24.5.7 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- 24.5.8 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; or

- 24.5.9 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 appear 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
- 24.5.10 any event analogous to those listed above (inclusive) occurs under the law of any other jurisdiction.
- 24.6 GIB may terminate the 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.
- 25. TERMINATION OF CALL-OFF CONTRACTS**
- 25.1 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they expire in accordance with the terms of the Call-Off Contracts or are terminated in accordance with this Clause 25, notwithstanding the termination or expiry of the Framework Agreement.
- 25.2 Where GIB is entitled to terminate the Framework Agreement, GIB shall be entitled to terminate any or all of the Call-Off Contracts with immediate effect by giving written notice to the Supplier.
- 25.3 GIB may terminate any or all Call-Off Contracts with immediate effect by giving written notice to the Supplier if the Framework Agreement is terminated by the Supplier for any reason whatsoever.
- 25.4 In addition, GIB shall also have the right to suspend any Call-Off Contract with immediate effect at any time without cause by giving written notice to the Supplier and to terminate any Call-Off Contract with immediate effect by giving written notice to the Supplier at any time without cause.
- 26. CONSEQUENCES OF TERMINATION AND EXPIRY**
- 26.1 Notwithstanding the service of a notice to terminate the Framework Agreement or any Call-Off Contract, the Supplier shall continue to fulfil its obligations under the Framework Agreement or such Call-Off Contract until the date of expiry or termination of the Framework Agreement or such Call-Off Contract or such other date as required under this Clause 25.
- 26.2 Within ten (10) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return to GIB any GIB Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by GIB, and any other information and all copies thereof owned by GIB unless the retention of such information is necessary in relation to any Call-Off Contracts that survive such termination or expiry.
- 26.3 On the termination of a Call-Off Contract for any reason, the Supplier shall, at the request of GIB and at the Supplier's cost:
- 26.3.1 immediately return to GIB all GIB Confidential Information and GIB Personal Data 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 Contract Services;
- 26.3.2 except where the retention of the GIB Personal Data is required by Law or it has been returned pursuant to Clause 26.3.1, promptly destroy all copies of GIB Personal Data and provide written confirmation to GIB that the data has been destroyed;
- 26.3.3 immediately deliver to GIB in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to the Supplier by GIB in connection with the Call-Off Contract provided to the Supplier;
- 26.3.4 vacate, and procure that the Supplier's Staff vacate, any premises of GIB occupied for the purposes of providing the Contract Services;
- 26.3.5 return to GIB any sums prepaid in respect of the Contract Services not provided by the date of expiry or termination (howsoever arising); and
- 26.3.6 promptly provide all information and assistance concerning the provision of the Contract Services which may reasonably be requested by GIB for the purposes of adequately understanding the manner in which the Contract Services have been provided, allowing GIB or any replacement supplier to conduct due diligence and transitioning the Contract Services to the replacement supplier.
- 26.4 Without prejudice to any other right or remedy which GIB may have, if any Contract Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Call-Off Contract then GIB may (whether or not any part of the Contract Services have been delivered) do any one or more of the following:
- 26.4.1 at GIB's option, give the Supplier the opportunity (at the Supplier's expense) to remedy any failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) and carry out any other necessary work to ensure that the terms of the Call-Off Contract are fulfilled, in accordance with GIB's instructions;
- 26.4.2 without terminating the Call-Off Contract, itself supply or procure the supply of all or part of the Contract Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of GIB that the Supplier will once more be able to supply all or such part of the Contract Services in accordance with the Call-Off Contract;
- 26.4.3 without terminating the whole of the Call-Off Contract, terminate the Call-Off Contract in respect of part of the Contract Services only and thereafter itself supply or procure a third party to supply such part of the Contract Services; and/or
- 26.4.4 charge the Supplier for, whereupon the Supplier shall on demand pay, any costs reasonably incurred by GIB (including any reasonable administration costs) in respect of the supply of any part of the Contract Services by GIB or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Contract Services and provided that GIB uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Contract Services.
- 26.5 Termination or expiry of the Framework Agreement and any Call-Off Contract shall be without prejudice to any rights, remedies or obligations of either Party accrued under the Framework Agreement or such Call-Off Contract prior to termination or expiry.
- 26.6 The provisions of Clauses 2 (Scope of Framework Agreement), 4 (Ordering Procedures), 11 (Payment and Charges), 12 (Warranties, Representations and Undertakings), 13 (Prevention of Bribery and Corruption), 14 (Call-Off Contract Performance), 17 (Records and Audit Access), 18 (Confidentiality), 19 (Data Protection), 20 (Freedom of Information), 21 (Transparency), 22 (Intellectual Property Rights), 24 (Termination of the Framework Agreement), 25 (Termination of Call-Off Contracts), 27 (Liability), 29 (Insurance), 31 (Rights of Third Parties), 34 (Amendments, Waivers and Cumulative Remedies) and 41 (Law and Jurisdiction), and Schedules: 1 (Services), 2 (Charging Structure) and 3 (Special Conditions) to the Engagement Letter and, without limitation to the foregoing, any other provision of the Framework Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Framework Agreement and any Call-Off Contract.

27. LIABILITY	include an obligation upon the Supplier to procure that the Supplier Staff also do, or refrain from doing, such act or thing.
27.1 Neither Party excludes or limits its liability: (i) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; (ii) for fraud or fraudulent misrepresentation by it or its employees; or (iii) under any indemnities set out in Schedule 3 (Special Conditions) to the Engagement Letter.	30.3 GIB shall be entitled to:
27.2 Subject to Clause 27.1, in no event shall either Party be liable to the other for any indirect, special or consequential loss or damage.	30.3.1 assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any other public body; or
27.3 Any indemnities in favour of GIB set out in Schedule 3 (Special Conditions) to the Engagement Letter shall survive the termination, expiration or supersession of the Framework Agreement.	30.3.2 novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by GIB
28. SPECIAL CONDITIONS	provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Framework Agreement.
GIB and the Supplier agree to the special conditions contained in Schedule 3 (Special Conditions) to the Engagement Letter, the terms of which are incorporated into the Framework Agreement in their entirety.	30.4 The Supplier shall enter into such agreement and/or deed as GIB shall reasonably require so as to give effect to any assignment, novation or disposal made pursuant to Clause 30.3.
29. INSURANCE	31. RIGHTS OF THIRD PARTIES
29.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance as required by Law and providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under each Call-Off Contract, including death or personal injury, loss of or damage to property or any other loss. Such policy or policies shall include professional indemnity cover in respect of any financial loss to GIB arising from any advice given or omitted to be given by the Supplier under the Call-Off Contract or otherwise in connection with the provision of the Services. Such insurance shall be maintained for so long as the Supplier may have any liability to GIB. 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 in respect of the risks referred to in this Clause 29.1. Notwithstanding the generality of the foregoing, the Supplier shall maintain any minimum levels of cover specified in the Framework Agreement or any Call-Off Contract.	31.1 Except for the rights granted to the Third Party Beneficiaries under the Framework Agreement, the Framework Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to the Framework Agreement (a "Third Party"), 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 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 29.1, GIB may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.	31.2 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 the Framework Agreement or any one or more Clauses of it.
29.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Framework Agreement or any Call-Off Contract.	32. BUSINESS CONTINUITY
29.4 The Supplier shall procure that all liability policies shall contain an "indemnity to principal" clause.	The Supplier shall have robust contingency plans in place to ensure that the services to all GIB will be 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 for GIB 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 all Call-Off Contracts.
29.5 The Supplier shall produce to GIB, on request, copies of all insurance policies required by GIB under any Call-Off Contracts 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.	33. SEVERABILITY
29.6 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.	33.1 If any provision of the 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 the Framework Agreement.
30. TRANSFER AND SUB-CONTRACTING	33.2 If any provision of the Framework Agreement that is fundamental to the accomplishment of the purpose of the Framework Agreement is held to any extent to be invalid, GIB and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.
30.1 The Framework Agreement is personal to the Supplier and the Supplier shall not Sub-Contract, assign, novate or otherwise dispose of or create any trust in relation to any or all rights and obligations under the Framework Agreement or any part thereof without the prior written consent of GIB.	34. AMENDMENTS, WAIVERS AND CUMULATIVE REMEDIES
30.2 Notwithstanding any permitted Sub-Contract pursuant to this Clause 30, 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	34.1 No amendment or variation of the Framework Agreement or any of the documents referred to in it is effective unless it is in writing and signed by or on behalf of each of the Parties.
	34.2 The rights and remedies provided by the Framework Agreement may be waived only in writing by GIB or the Supplier 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.
	34.3 Unless a right or remedy of GIB is expressed to be an exclusive right or remedy, the exercise of it by GIB is without prejudice to GIB'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.
	34.4 The rights and remedies provided by the Framework Agreement are cumulative and, unless otherwise provided in the Framework Agreement, are not exclusive of any right or

	remedies provided at Law or in equity or otherwise under the Framework Agreement.	40.	DISPUTE RESOLUTION
35.	RELATIONSHIP OF THE PARTIES Nothing in the 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.	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 the 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 GIB Representative and the Supplier Representative.
36.	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 the Framework Agreement.	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.
37.	ENTIRE AGREEMENT	40.3	The obligations of the Parties under the 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 and the Supplier and Supplier Staff, personnel and Associates shall comply fully with the requirements of the Framework Agreement at all times.
37.1	Without prejudice to Clause 12.1.4, the 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.	40.4	If the dispute cannot be resolved by the Parties pursuant to Clause 40.1, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 40.5 unless GIB considers that the dispute is not suitable for resolution by mediation.
37.2	Each of the Parties acknowledges and agrees that in entering into the 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 the Framework Agreement. Nothing in this Clause 37 shall operate to exclude liability for fraud or fraudulent misrepresentation.	40.5	If a dispute is referred to mediation the Parties shall comply with the following provisions:
38.	NOTICES	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;
38.1	Any notices given under or in relation to the 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 or by electronic mail (confirmed by letter) to the address and for the attention of the relevant Party set out below or to such other address as that Party may have stipulated in accordance with this Clause 38.	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;
38.2	A notice shall be deemed to have been received:	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;
	(a) if delivered personally, at the time of delivery;	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;
	(b) in the case of pre-paid first class post, special or other recorded delivery two (2) Working Days from the date of posting;	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 the Framework Agreement without the prior written consent of both Parties; and
	(c) in the case of electronic communication, two (2) Working Days after posting of a confirmation letter.	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.
38.3	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 this Clause 38 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded signed-for delivery or pre-paid airmail letter.	40.6	If a dispute cannot be resolved by the Parties pursuant to Clause 40.5 the Parties shall refer it to arbitration pursuant to the procedure set out in Clause 40.7 unless GIB considers that it is not suitable for resolution by arbitration.
38.4	For the purposes of this Clause 38, the postal address and email address of each Party shall be:	40.7	If a dispute is referred to arbitration the Parties shall comply with the following provisions:
	38.4.1 for GIB, the postal address and email address set out in the Engagement Letter; and	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 the Framework Agreement (save that in the event of any conflict between those rules and the Framework Agreement, the Framework Agreement shall prevail);
	38.4.2 for the Supplier, the postal address and email address set out in the Engagement Letter.		
38.5	Either Party may change its address for service by serving a notice in accordance with this Clause 38. For the avoidance of doubt, any notice given under the Framework Agreement shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.		
39.	FORCE MAJEURE Neither Party will be liable to the other for any delay or failure to fulfil obligations caused by unforeseen circumstances outside its reasonable control.		

- 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**

The 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 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.

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APPENDIX

DEFINITIONS

In the Framework Agreement the following expressions shall have the following meanings:

"Affiliates" in relation to a body corporate, means:

- (a) any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time; and
- (b) any partnership, limited partnership, limited liability partnership, fund or other collective investment scheme, or separate or segregated account, managed or advised by that body corporate or an entity described in (a) above from time to time;

"Audit" means an inspection carried out pursuant to Clause 17;

"Anti-Bribery Laws" shall have the meaning set out in Clause 13.1.2;

"Auditors" shall have the meaning set out in Clause 17.3;

"Call-Off Contract" means a legally binding agreement (made pursuant to the provisions of the Framework Agreement) for the provision of Services made between GIB and the Supplier comprising a call-off contract in, or substantially in, the form set out in Schedule 4 (Call-Off Contract) to the Engagement Letter to be used by GIB to order Services;

"CEDR" means the Centre for Effective Dispute Resolution;

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

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

"Commencement Date" means the date specified in the Engagement Letter;

"Confidential Information" means the GIB Confidential Information and/or the Supplier Confidential Information;

"Contract Charges" means the prices (exclusive of any applicable VAT), payable to the Supplier by GIB under the Call-Off Contract for the full and proper performance by the Supplier of the Contract Services;

"Contract Services" means Services which are the subject of an Order by GIB as set out in the Call-Off Contract;

"Control" has the meaning set out in sections 450, 451 and 1124 of the Corporation Tax Act 2010 and Controlling and Controlled shall be interpreted accordingly;

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

"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" means the Data Protection Act 1998 ("DPA") 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;

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

"Data Subject Request" means a subject access request or notice from a Data Subject exercising his rights under the Data Protection Legislation in relation to the GIB Personal Data;

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

"Engagement Letter" means the engagement letter signed by the Parties which forms part of the Framework Agreement;

"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;

"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 Agreement" means the Engagement Letter together with the Schedules and annexes to it (but excluding Schedule 4 (Call-Off Contract)) together with these Standard Terms;

"GIB" means UK Green Investment Bank plc, a company incorporated in Scotland with company number SC424067 and with its registered office at Level 7, Atria One, 144 Morrison Street, Edinburgh EH3 8EX;

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

"GIB Group" means GIB and its Affiliates from time to time;

"GIB Personal Data" means the Personal Data supplied by GIB to the Supplier for the purposes of or in connection with the Framework Agreement;

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

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in providing services similar to the Services;

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

"Initial Term" has the meaning set out in the Letter of Agreement;

"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 registerable 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 registerable 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;

"Key Personnel" means any individuals identified as such in the Call-Off Contract and any replacements for such individuals that may be agreed between the Parties from time to time in accordance with Clause 9;

"Joint Data Controller" means two or more parties acting together to decide the purpose and manner of any Processing;

"JV" means a joint venture or similar arrangement (whether by means of a corporate structure, contractual relationship, or otherwise) entered into from time to time between GIB or a member of the GIB Group and one or more third parties;

"Know-How" means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or GIB's possession before the Commencement Date;

"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;

"Lot" means, as the context requires, any of the lots tendered pursuant to the invitation to tender or such of those lots as are specified in Schedule 1 (Services) to the Engagement Letter and **"Lots"** shall be construed accordingly;

"Material Default" means a material breach by the Supplier of the Framework Agreement including, without limitation, any breach of the following Clauses: Clause 12 (Warranties, Representations and Undertakings) Clause 13 (Prevention of Bribery and Corruption), Clause 16 (Non-Discrimination), Clause 17 (Records and Audit Access), Clause 19 (Data Protection), Clause 20 (Freedom of Information) and Clause 30 (Transfer and Sub-Contracting);

"Mediator" has the meaning set out in Clause 40.5.1;

"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;

"Order" means an order for the provision of the Services placed by GIB with the Supplier in accordance with the Ordering Procedures;

"Ordering Procedures" means the ordering and award procedures specified in Clause 4 (Ordering Procedures);

"Party" means GIB 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 Legislation but, for the purposes of the 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 GIB 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 the Framework Agreement or any other contract with GIB; or
- (c) defrauding, attempting to defraud or conspiring to defraud GIB;

"Regulatory Bodies" means any relevant government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Framework Agreement and **"Regulatory Body"** shall be construed accordingly;

"Relevant Person" means any employee, agent, servant, or representative of GIB or any other public body;

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

"Service Recipients" shall have the meaning set out in Clause 6.1;

"Services" means the services described in Schedule 1 (Services) to the Engagement Letter which the Supplier shall make available to GIB;

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

"Specialist Service Provider" means a person who requires specialist qualifications, licences or other authorisations in order to provide certain services and is obliged to provide such services in accordance with professional and ethical standards imposed by the body appointed to regulate the provision of those services in circumstances where that person has been instructed because of their expert knowledge and has a considerable degree of flexibility and independence in determining how to provide the service;

"Sub-Contract" means any contract or agreement or proposed agreement between the Supplier and a sub-contractor whereby that sub-contractor agrees to provide to the Supplier the Services or any part thereof or services necessary for the provision of the Services or any part thereof;

"Sub-Contractor" means any person engaged by the Supplier in connection with the provision of the Services from time to time as may be permitted by the Framework 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 Solicitor, including all IPRs, together with

information derived from the foregoing, and that in any case is clearly designated as being confidential;

"Supplier Representative" means the representative appointed by the Supplier from time to time in relation to the 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 the Framework Agreement or any Call-Off Contract;

"Term" means, subject to termination in accordance with the terms of the Framework Agreement, the term of the

Framework Agreement as determined in accordance with the Engagement Letter;

"Third Party" shall have the meaning set out in Clause 31.1;

"Third Party Beneficiaries" shall have the meaning set out in Clause 7.1;

"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

"Year" means a period of 12 months.

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