

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the 26th day of February 2025

BETWEEN

- (1) Defence Infrastructure Organisation (DIO) (the "**Customer**"); and **REDACTED**
- (2) Sir Jacob & Sons Ltd t/a Behrens Group whose registered office is Centrepont, Marshall Stevens Way Manchester M17 1PP whose company number is 454323 (the "**Supplier**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Window Curtains & Tracks pursuant to the ESPO Framework Agreement reference 229_24.

NOW IT IS AGREED THAT

1. The Supplier will provide the goods and/or services in accordance with the terms of the call-off contract (reference number SQ0009058 and Contract Documents.
2. The Customer will pay the Supplier the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

MINISTRY OF DEFENCE

by **REDACTED** by **REDACTED** an authorised officer

Authorised Officer

Print name: **REDACTED**

Date: 26/02/2025

Signed by

Sir Jacob & Sons Ltd t/a Behrens Group

By **REDACTED** an authorized officer

REDACTED

Supplier

Print name: **REDACTED**

Date: 26/02/2025

This document relates to and forms part of the Call-Off Terms
(Document Reference SQ0009058)
MASTER CONTRACT SCHEDULE
(ESPO Framework Reference 229_24)

1. TERM
Commencement Date 26/02/2025
Expiry Date N/A

Extension Period

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS**Goods required****REDACTED****Performance/Delivery Location/Premises****REDACTED****Standards****Technical Standards****REDACTED****Disaster Recovery and Business Continuity**

N/A

3. SUPPLIER SOLUTION**Supplier Solution****REDACTED**

Key Personnel of the Supplier to be involved in the provision of the Goods, Services and Deliverables

REDACTED

Supplier's inspection of the Premises and Infrastructure (where relevant)

Completed

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)

TBC

Critical Service Failure

(i) **REDACTED**

(ii) In relation to the Window Curtains and Tracks a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.

The default period is three months if less than three months is required then an alternative period should be inserted above.

Monitoring

Review and Implementation Meetings

Management Information

Management Information to be provided in accordance with clause 7 of the Call-Off Terms

N/A

5. CUSTOMER RESPONSIBILITIES
Customer's Responsibilities (where appropriate) Provide Access to Site & Buildings to enable efficient installation process
Customer's equipment (where appropriate) N/A
6. CHARGES AND PAYMENT
Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS) £41,405.96
7. CONFIDENTIAL INFORMATION
The following information shall be deemed Commercially Sensitive Information: N/A

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

N/A

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. INTRODUCTION

- 1.1 The Supplier shall comply with any further written instructions with respect to processing by the Customer.
- 1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

Description	Details
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data.	N/A

10. Personal Data under the Joint Control of the Parties

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

1. The [Parties] [Customer] [Supplier] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Parties] [Customer] [Supplier] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] [Customer] [Supplier] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The [Parties] [Customer] [Supplier] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Supplier] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).

6. The [Parties] [Customer] [Supplier] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Supplier] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Supplier] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Supplier] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Supplier] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] [Customer] [Supplier] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).
- 13.[The [Parties] [Customer] [Supplier] shall be responsible for carrying out a data protection impact assessment in accordance with GDPR Article 35 (Data protection impact assessment) and Article 36 (Prior consultation).]
14. The Parties agree that the [Customer] [Supplier] shall be the point of contact for Data Subjects.