

## **SCHEDULE 10**

### **Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)**

#### **1. Accessed contracts**

- 1.1 The *Service Provider* acknowledges that the *Client* may from time to time notify the *Service Provider* of contracts ("**Government Frameworks**") which are available to the *Client* and which the *Client* can grant access to the *Service Provider* to use or which the *Service Provider* shall use in connection with the supply of the *service*.
- 1.2 The *Service Provider* will consider the use of the Government Frameworks as part of its provision of the *service* and will prior to the Start Date and at reasonable intervals thereafter liaise with the *Client* to agree which Government Frameworks it will actually use in connection with the supply of the *service*.
- 1.3 Where the *Client* and the *Service Provider* agree on the use by the *Service Provider* of a Government Framework then the *Client* shall endeavour to facilitate such use by the *Service Provider*. Any such use by the *Service Provider* shall be as agent on behalf of the *Client*.
- 1.4 The *Service Provider* shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the *Client*.
- 1.5 Where the *Service Provider* intends to use a Government Framework the *Service Provider* shall:
  - 1.5.1 act in accordance with such procedures, rules and guidance as the *Client* may from time to time notify the *Service Provider*;
  - 1.5.2 with the prior written agreement of the *Client*, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
  - 1.5.3 manage all contracts it enters into pursuant to Paragraph 1.5.2 as agent on behalf of the *Client*, and the *Service Provider's* obligations and responsibilities in this regard shall be to:
    - (a) not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the *Client*;
    - (b) advise the *Client* of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the *Client* the *Service Provider* shall take such steps;
    - (c) provide to the *Client* such other information as the *Client* may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and
    - (d) notify the *Client* of any changes to the prices charged under the Accessed Contract. For the avoidance of doubt, the *Service Provider* shall not be entitled to negotiate or accept any changes to the price without obtaining the *Client's* prior written consent.

1.5.4 In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 1 the *Service Provider* shall:

- (a) comply with all Statutory Requirements, rules and guidance that apply to the *Client* including, without limitation, public procurement rules;
- (b) act towards the *Client* dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the *Client* under this contract and generally to carry out its agency in the way which it thinks best to promote the interests of the *Client*;
- (c) except as authorised by the *Client*, not act in a way which will incur any liabilities on behalf of the *Client*, nor pledge the credit of the *Client*;
- (d) comply with all reasonable and lawful instructions from the *Client* from time to time concerning its duties under the Accessed Contracts;
- (e) describe itself in all dealings with *Service Providers* under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the *Client*;
- (f) use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
- (g) discharge the obligations of the *Client* under each Accessed Contract (including, where required by the *Client*, making payments thereunder) as though it were the *Client* and in accordance with the terms of each such Accessed Contract.

1.6 The parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Service Period. Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the *Service Provider* receives notice of such termination it shall immediately notify the *Client* of the same.

1.7 Throughout and after the Service Period the *Service Provider* shall indemnify the *Client* and keep the *Client* indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the *Client* arising from the *Service Provider's* breach of any Government Framework or Accessed Contract and from the acts or omissions of the *Service Provider* which may put the *Client* or another person in breach of any Government Framework.

1.8 For the avoidance of doubt, the *Service Provider* shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Paragraph 1.

1.9 The *Client* shall be entitled to terminate this contract, in accordance with Clause 91 of this contract, if the *Service Provider* breaches any of the provisions of this Schedule 10.