

FRAMEWORK AGREEMENT

FOR THE PROVISION OF

HMS VICTORY CONSERVATION

TIMBER PROCUREMENT

REFERECE ONLY

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THIS AGREEMENT is made on [insert date]

BETWEEN

- (1) **NMRN OPERATIONS** a company limited by guarantee and incorporated under number 09988314 with registered charity number 1169061 whose registered office is at National Museum Of The Royal Navy, HM Naval Base, PP66, Portsmouth, Hampshire PO1 3NH ("the **Customer**"); and
- (2) [insert name here] a company registered in England and Wales with number [insert number] whose registered office is at [insert address] (the "**Supplier**").

1 RECITALS

- 1.1 The Customer and the Supplier wish to enter into a framework agreement which will enable the Customer, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts, with the Supplier, for some or all of the Goods and Services as described in Schedule 2.
- 1.2 On Friday 15th July 2022, the Customer issued an invitation to tender (the "**Invitation to Tender**") for the provision of Timber for the conservation of HMS Victory.
- 1.3 In response to the Invitation to Tender, the Supplier submitted a tender to the Customer on [insert date dd/mm/yyyy] (set out in Framework Schedule 15 (Tender)) (the "**Tender**") through which it represented to the Customer that it is capable of delivering the Goods and/or Services in accordance with the Customer's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Customer in the Tender in relation to its competence, professionalism and ability to provide the Goods and/or Services in an efficient and cost effective manner.
- 1.4 On the basis of the Tender, the Customer selected the Supplier to enter into a framework agreement for Lot(s) [insert which Lots] to provide the Goods and/or Services to The Customer from time to time on a call off basis in accordance with this Framework Agreement.
- 1.5 This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Goods and/or Services which may be required by the NMRN, the template terms and conditions for any Direct Award or Further Competition which The Customer may enter into and the obligations of the Supplier during and after the Framework Period.

- 1.6 It is the Parties' intention that there will be no obligation for the Customer to award any Direct Award or Further Competition under this Framework Agreement during the Framework Period.

2 PRELIMINARIES

2.1 Definitions

- 2.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.
- 2.1.2 Should a capitalised expression not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

2.2 Interpretation

- 2.2.1 In this Framework Agreement, unless the context otherwise requires:
- a. the singular includes the plural and vice versa;
 - b. reference to a gender includes the other gender and the neuter;
 - c. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - d. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - e. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

- f. references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
- g. references to “**representations**” shall be construed as references to present facts; to “**warranties**” as references to present and future facts; and to “**undertakings**” as references to obligations under this Framework Agreement;
- h. references to “**Clauses**” and “**Framework Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
- i. any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
- j. the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

2.2.2 Subject to Clauses 2.2.3 and 2.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:

- a. the Clauses and Framework Schedule 1 (Definitions);
- b. Framework Schedules 1 to 16 inclusive;
- c. Framework Schedule 15 (Tender).

2.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Direct Award or Further Competition, the provisions of this Framework Agreement shall prevail over those of the Direct Award or Further Competition save that:

- a. any refinement to the Template Direct Award Form or Template Call Off Terms permitted for the purposes Direct Award or Further Competition under Clause 4.5 and Framework Schedule 5 (Call Off Procedures) shall prevail over

Framework Schedule 4 (Template Direct Award Terms and Template Further Competition Agreement Terms); and

- b. subject to Clause 2.2.4, the Direct Award Terms or Further Competition Terms shall prevail over Framework Schedule 15 (Tender).

2.2.4 Where Framework Schedule 15 (Tender) contains provisions which are more favourable to the Customer in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2.3 Due Diligence

2.3.1 The Supplier acknowledges that:

- a. the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Framework Agreement;
- b. it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- c. it has raised all relevant due diligence questions with the Customer before the Framework Commencement Date, has undertaken all necessary due diligence and has entered into this Framework Agreement in reliance on its own due diligence alone;
- d. it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - i. misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere;
 - ii. failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - iii. failure by the Supplier to undertake its own due diligence.

2.4 Supplier's Appointment

- 2.4.1 The Customer hereby appoints the Supplier as a potential provider of the Goods and/or Services and the Supplier shall be eligible to be considered for the award of Direct Award or Further Competition, as applicable, by the Customer during the Framework Period.
- 2.4.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Customer agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

2.5 Scope of the Framework Agreement

- 2.5.1 Without prejudice to Clause 13.9 (Third Party Rights), this Framework Agreement governs the relationship between the Customer and the Supplier in respect of the provision of the Goods and/or Services by the Supplier.
- 2.5.2 The Supplier acknowledges and agrees that:
 - a. There is no obligation whatsoever on the Customer to invite or select the Supplier to provide any Goods and/or Services and/or to purchase any Goods and/or Services under this Framework Agreement; and
 - b. in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Customer in relation to the provision of the Goods and/or Services by the Supplier and that the Customer are at all times entitled to enter into other contracts and agreements with other Supplier's for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.

2.6 Ordering Procedures

- 2.6.1 If the Customer decides to source any of the Goods and/or Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Direct Award or Further Competition for the Goods and/or Services from the Supplier by following Framework Schedule 5 (Call Off Procedures).

- 2.6.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedures).

2.7 Representations and Warranties

- 2.7.1 Each Party represents and warrants that:

- a. it has full capacity and authority to enter into and to perform this Framework Agreement;
- b. this Framework Agreement is executed by its duly authorised representative;
- c. there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
- d. its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

- 2.7.2 The Supplier represents and warrants that:

- a. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- b. it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
- c. it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Customer before the Framework Commencement Date;

- d. its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
- e. as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
- f. if the Charges payable to the Supplier under this Framework Agreement exceed or are likely to exceed five (5) million pounds, as at the Framework Commencement Date, it has notified the Customer in writing of any Occasions of Tax Non- Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- g. it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
- h. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
- i. it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its
- j. knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- k. for the duration of this Framework Agreement and any Direct Award or Further Competition and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Direct Award or Further Competition, the Supplier shall not employ or offer employment to any staff of the Customer who has been associated with the procurement and/or provision

of the Goods and/or Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.

- 2.7.3 Each of the representations and warranties set out in Clauses 2.7.1 and 2.7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 2.7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 2.7.1 and 2.7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 2.7.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
- 2.7.6 Each time that a Direct Award or Further Competition is entered into, the warranties and representations in Clauses 2.7.1 and 2.7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

3 DURATION OF FRAMEWORK AGREEMENT

3.1 Framework Period

- 3.1.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire, unless it is terminated earlier in accordance with the terms of this Framework Agreement, at the end of the Framework Period.

4 WORK AGREEMENT PERFORMANCE

4.1 Framework Agreement Performance

- 4.1.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:
 - a. the requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);

- b. the terms and conditions of the respective Direct Award or Further Competition;
- c. Good Industry Practice;
- d. all applicable Standards; and
- e. in compliance with all applicable Law.

4.1.2 The Supplier shall bring to the attention of the Customer any conflict between any of the requirements of Clause 4.1.1 and shall comply with the Customer's decision on the resolution of any such conflict.

4.2 Key Performance indicators

4.2.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

4.3 Standards

4.3.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and Direct Award or Further Competition, including any Standards set out in Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

4.3.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer under a Direct Award or Further Competition, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

4.3.3 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision under a Direct Award or Further Competition, of the Goods and/or Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

4.3.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration

to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.

4.4 Continuous Improvement

4.4.1 The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Goods and/or Services and the manner in which it provides the Goods and/or Services as set out in Framework Schedule 11 (Continuous Improvement and Benchmarking).

4.5 Direct Award or Further Competition Performance

4.5.1 The Supplier shall perform all its obligations under all Direct Award or Further Competition:

- a. in accordance with the requirements of this Framework Agreement;
- b. in accordance with the terms and conditions of the respective Direct Award or Further Competition.

4.5.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 4.5.1.a and 4.5.1.b to the attention of the Customer and shall comply with the Customer's decision on the resolution of any such conflict).

5 WORK AGREEMENT GOVERNANCE

5.1 Framework Agreement Management

5.1.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8 (Framework Management).

5.2 Records

5.2.1 The Supplier shall keep and maintain, until the later of:

- a. seven (7) years after the date of termination or expiry of this Framework Agreement; or
- b. seven (7) years after the date of termination or expiry of the last Direct Award or Further Competition to expire or terminate; or

c. such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Direct Award or Further Competition entered into with the Customer, the Goods and/or Services provided pursuant to the Direct Award or Further Competition, and the amounts paid by the Customer under the Direct Award or Further Competition and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate.

5.2.2 The Supplier shall keep the records and accounts referred to in Clause 5.2.1 in accordance with Good Industry Practice and Law.

5.3 Change

5.3.1 Variation Procedure

5.3.1.1 Subject to the provisions of this Clause 5.3.1 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Customer may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

5.3.1.2 The Customer may request a Variation by completing, signing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

5.3.1.3 The Supplier shall respond to the Customer's request pursuant to Clause 5.3.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Customer having regard to the nature of the proposed Variation.

5.3.1.4 In the event that:

a. the Supplier is unable to agree to or provide the Variation; and/or

- b. the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof, the Customer may:
 - i. agree to continue to perform its obligations under this Framework Agreement without the Variation; or
 - ii. terminate this Framework Agreement with immediate effect.

5.3.2 Legislative Change

5.3.2.1 Subject to the provisions of this Clause 5.3.1 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Customer may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

5.3.2.2 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the Framework Prices as the result of:

- a. A General Change in Law; or
- b. A Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.

5.3.2.3 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 5.3.2.2.b), the Supplier shall:

- a. notify the Customer as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Framework Prices or this Framework Agreement; and
- b. provide the Customer with evidence:
 - i. that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-

Contractors;

- ii. as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
- iii. demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 11 (Continuous Improvement and Benchmarking), has been taken into account in amending the Framework Prices.

5.3.2.4 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 5.3.2.2.b shall be implemented in accordance with Clause 5.3.1 (Variation Procedure).

6 TAXATION AND VALUE FOR MONEY PROVISIONS

6.1 Promoting Tax Compliance

- 6.1.1 This Clause 6.1 shall apply if the Charges payable under this Framework Agreement will be, or are likely to exceed five (5) million pounds (£5,000,000) during the Framework Period.
- 6.1.2 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - a. notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and
 - b. promptly provide to the Customer:
 - i. details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
 - ii. such other information in relation to the Occasion of Tax Non- Compliance as the Customer may reasonably require.
- 6.1.3 In the event that the Supplier fails to comply with this Clause 6.1 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of

the Customer are acceptable, then the Customer reserves the right to terminate this Framework Agreement for material Default.

6.2 Benchmarking

- 6.2.1 The Parties shall comply with the provisions of Framework Schedule 11 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Goods and/or Services.

7 SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

7.1 Supply Chain Rights and Protection – Appointment of Key Sub-Contractors

- 7.1.1 The Customer has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
- 7.1.2 Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Customer with whom it has entered into a Direct Award or Further Competition and shall at the time of requesting such consent, provide the Customer with the information detailed in Clause 7.1.3. The decision of the Customer to consent or not will not be unreasonably withheld or delayed. The Customer may reasonably withhold their consent to the appointment of a Key Sub-Contractor if they consider that:
- a. the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
 - b. the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - c. the proposed Key Sub-Contractor employs unfit persons.
- 7.1.3 The Supplier shall provide the Customer with whom the Supplier has entered into a Direct Award or Further Competition with the following information in respect of the proposed Key Sub-Contractor:
- a. the proposed Key Sub-Contractor's name, registered office and company registration number;

- b. the scope/description of any Goods and/or Services to be provided by the proposed Key Sub-Contractor;
- c. where the proposed Key Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms; and
- d. Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period.

7.1.4 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- a. provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
- b. a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
- c. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer;
- d. provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 12.1 (Customer Termination Rights) and Clause 12.5 (Consequences of Expiry or Termination) of this Framework Agreement;
- e. a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Customer.

7.2 **Supply Chain Protection**

7.2.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- a. requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;

- b. requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
 - c. requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) above; and
 - d. conferring a right to the Customer with whom the Supplier has entered Direct Award or Further Competition to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.
- 7.2.2 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.
- 7.2.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.
- 7.2.4 Notwithstanding any provision of Clauses 9.4 (Confidentiality) and Clause 9.5 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

7.3 Termination of Sub-Contracts

- 7.3.1 The Customer may require the Supplier to terminate:
- a. a Sub-Contract where:
 - i. the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 12.1 (Termination Rights) except Clause 12.2 (Termination Without Cause); and/or

- ii. the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or
- b. a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
- c. the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- d. the Customer has not served its notice of objection within six (6) Months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

7.3.2 Where the Customer requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 7.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Goods and/or Services.

7.4 Retention of Legal Obligations

7.4.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 7.4.1, the Supplier 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.

7.5 Force Majeure

7.5.1 Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure.

7.5.2 The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties.

- 7.5.3 Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.
- 7.5.4 For purposes of this Framework Agreement, the term "**force majeure**" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.
- 7.5.5 In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Customer of the problem at the earliest practical time and present a plan for return to normal service.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Title to IPR

- 8.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 8.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 8.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 8.1.3 Subject to Clauses 8.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 8.1.4 The Supplier shall be entitled to use the Customer's logo exclusively in connection with the provision of the Goods and/or Services during the Framework Period and for no other purpose.

8.2 IPR Indemnity

- 8.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

9 PROVISION AND PROTECTION OF INFORMATION

9.1 Provision of Management Information

- 9.1.1 The Supplier shall, at no charge to the Customer, submit to the Customer complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).
- 9.1.2 The Supplier grants the Customer a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
- a. use and to share with any Relevant Person; and/or
 - b. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted), any Management Information supplied to the Customer for the Customer's normal operational activities including but not limited to administering this Framework Agreement and/or all Direct Awards and/or Further Competitions, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 9.1.3 The Customer shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.
- 9.1.4 The Customer may consult with the Supplier to help with its decision regarding any exemptions under Clause 9.1.3 but, for the purpose of this Framework Agreement, the Customer shall have the final decision in its absolute and sole discretion.

9.2 Confidentiality

- 9.2.1 For the purposes of this Clause 9.2, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information

and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.

9.2.2 Except to the extent set out in this Clause 9.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

- a. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- b. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
- c. not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
- d. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

9.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- a. the Recipient is required to disclose the Confidential Information by Law, provided that Clause 9.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- b. the need for such disclosure arises out of or in connection with:
 - i. any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Framework Agreement;
 - ii. the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis); or
 - iii. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of its resources; or

- iv. the conduct of a Central Government Body review in respect of this Framework Agreement; or
 - c. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 9.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 9.2.5 Subject to Clauses 9.2.2 and 9.2.3, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:
- a. Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
 - b. its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
- 9.2.6 Where the Supplier discloses the Confidential Information of the Customer pursuant to Clause 9.2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

9.2.7 The Customer may disclose the Confidential Information of the Supplier:

- a. to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- b. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- c. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- d. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 9.2.7.a (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
- e. on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
- f. to a proposed Transferee, assignee or novatee of, or successor in title to the Customer,
- g. and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 9.2.7.

9.2.8 For the avoidance of doubt, the Confidential Information that the Customer may disclose under Clause 9.2.7 shall include information relating to Direct Award or Further Competition, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Direct Award or Further Competition and the terms of any Direct Award or Further Competition may be shared with any Central Government Body.

9.2.9 Nothing in this Clause 9.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

- 9.2.10 In the event that the Supplier fails to comply with Clauses 9.2.2 to 9.2.5, the Customer reserves the right to terminate this Framework Agreement for material Default.

9.3 Transparency

- 9.3.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein.
- 9.3.2 The Customer shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 9.3.3 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Customer to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
- 9.3.4 The Supplier acknowledges and agrees that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative (including its successors). Such details will not be redacted.
- 9.3.5 By executing this Framework Agreement, the Supplier confirms that it has obtained the Supplier Representative's consent and shall, prior to the appointment of any successor Supplier Representative obtain the successor's consent, permitting the publication of their name and contact details under this Clause 9.3 or otherwise, the Supplier shall take all necessary steps to ensure that publication will not cause the Customer or the Supplier to breach the Data Protection Act 1998.
- 9.3.6 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Framework Agreement.

9.4 Confidentiality

9.4.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- a. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
- b. transfer to the Customer all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- c. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in the Supplier's possession or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- d. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

9.4.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

9.5 Publicity and Branding

9.5.1 Subject to Clause 9.6 (Marketing), the Supplier shall not:

- a. make any press announcements or publicise this Framework Agreement in any way; or

- b. use the Customer's name or brand in any promotion or marketing or announcement of Orders,

without approval (the decision of the Customer to approve or not shall not be unreasonably withheld or delayed).

9.5.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Goods and/or Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

9.5.3 The Customer shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Customer, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

9.6 Marketing

9.6.1 The Supplier shall obtain the Customer's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Customer may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Customer within one (1) Month of receipt of such notice, the Customer shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

10 LIABILITY AND INSURANCE

10.1 Liabilities and indemnities

10.1.1 Neither Party excludes or limits its liability for:

- a. death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- b. bribery or Fraud by it or its employees; or
- c. any liability to the extent it cannot be excluded or limited by Law.

- 10.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clause 8.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.
- 10.1.3 Subject to Clauses 10.1.1 and 10.1.2 each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or Customer Cause (as the case may be) shall in no event exceed:
- a. in relation to any Default or Customer Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, a sum equal to one hundred and twenty five percent (125%) of the Estimated Direct Award or Further Competition value;
 - b. in relation to any Default or Customer Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, a sum equal to one hundred and twenty five percent (125%) of the Direct Award or Further Competition value payable by the Supplier under this Framework Agreement in the previous Contract Year; and
 - c. in relation to any Default or Customer Cause occurring in each Contract Year that commences after the end of the Framework Period, a sum equal to one hundred and twenty five percent (125%) of the Direct Award or Further Competition value payable by the Supplier under this Framework Agreement in the last Contract Year commencing during the Framework Period.
- 10.1.4 Subject to Clause 10.1.1, neither Party shall be liable to the other Party for any:
- a. indirect, special or consequential Loss;
 - b. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 10.1.5 Subject to Clause 10.1.3, and notwithstanding Clause 10.1.4, the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- a. any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
 - b. any wasted expenditure or charges;
 - c. the additional cost of procuring Replacement Goods and/or Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Framework Agreement;
 - d. any compensation or interest paid to a third party by the Customer;
 - e. any fine, penalty or costs incurred by the Customer pursuant to Law.
- 10.1.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 10.1.7 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 10.1 shall not limit the Supplier's liability to the Customer under any Direct Award or Further Competition and the Supplier's liability under a Direct Award or Further Competition shall be as provided for in that Direct Award or Further Competition only.

10.2 Insurance

- 10.2.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Direct Award or Further Competition, and shall procure that Sub-Contractor's shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Framework Schedule 12 (Insurance Requirements).
- 10.2.2 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Direct Award or Further Competition.

11 REMEDIES

11.1 NMRN Remedies

11.1.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 12 (Termination), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Customer shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

- a. The Customer shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Customer, an Improvement Plan within ten (10) Working Days of a written request by the Customer for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
- b. The Customer shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Customer in order to resolve the issues raised by the Customer in its notice to the Supplier requesting such meetings.
- c. The Customer shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.
- d. In the event that the Customer has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:
 - i. fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
 - ii. fails to implement an Improvement Plan Approved by the Customer;

then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Customer shall be entitled to terminate this Framework Agreement for material Default.

12 TERMINATION AND SUSPENSION

12.1 Termination

- 12.1.1 Either Party shall have the right to terminate this Agreement giving not less than thirty (30) calendar days written notice to the other Party, at any time prior to the expiry of the Term specified in Clause 3.1 of the Agreement.
- 12.1.2 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- a. any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within ninety (90) Business Days of the due date for payment;
 - b. the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within sixty (60) Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - c. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - d. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - e. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - f. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - g. the other Party ceases, or threatens to cease, to carry on business; or
 - h. control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 12, “**control**” and “**connected persons**” shall have the

meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010; or

- i. the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 11 (Continuous Improvement and Benchmarking);
- j. in the event of two or more failures by the Supplier to meet the KPI Targets whether the failures relate to the same or different KPI targets, in any rolling period of three (3) Months.

12.1.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12.2 Termination without Cause

12.2.1 The Customer shall have the right to terminate this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months written notice to the Supplier.

12.3 Partial Termination

12.3.1 Where the Customer has the right to terminate this Framework Agreement, the Customer is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 12.3 provided always that, if the Customer elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

12.3.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 5.3 (Change) including the effect that the partial termination may have on the provision of any other Goods and/or Services and the Framework Prices provided that:

- a. the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 12.1 (Termination) with the exception of Clause 12.2 (Termination Without Cause); and

- b. the Supplier shall not be entitled to reject the variation

12.4 Suspension of Supplier's Appointment

- 12.4.1 If the Customer is entitled to terminate this Framework Agreement pursuant to Clause 12.1 (Termination), the Customer may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new and/or Direct Award or Further Competition during the period specified in the Customer's notice.
- 12.4.2 Any suspension under Clause 12.4.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.
- 12.4.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Direct Award or Further Competition concluded prior to the suspension notice.
- 12.4.4 If the Customer provides notice to the Supplier in accordance with this Clause 12.4, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Customer in writing from time to time.
- 12.4.5 For the avoidance of doubt, no period of suspension under this Clause 12.4 shall result in an extension of the Framework Period.

12.5 Consequences of Expiry or Termination

- 12.5.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 12.5.
- 12.5.2 Termination or expiry of this Framework Agreement shall not cause any Direct Award or Further Competition to terminate automatically. For the avoidance of doubt, all Direct Award or Further Competition shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Direct Award or Further Competition and the Supplier shall continue to pay any Management Charge due to the Customer in relation to such Direct Award or Further Competition, notwithstanding the termination or expiry of this Framework Agreement.

- 12.5.3 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Customer any and all of the Customer's Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Customer, and any other information and all copies thereof owned by the Customer, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Customer and is reasonably necessary for such compliance).
- 12.5.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 12.5.5 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
- a. Clauses 2.1 (Definitions), 2.2 (Interpretation), 2.7 (Representations and Warranties), 4.1 (Framework Agreement Performance), 5.2 (Records), 8 (Intellectual Property Rights), 9.1 (Provision of Management Information), 9.4 (Confidentiality), 9.3 (Transparency), 10.1 (Liability), 10.2 (Insurance), 12.5 (Consequences of Expiry or Termination), 13.1 (Compliance), 13.4 (Waiver and Cumulative Remedies), 13.6 (Prevention of Fraud and Bribery), 13.7 (Severance), 13.9 (Third Party Rights), 13.10 (Notices), 13.11 (Entire Agreement), 13.12 (Dispute Resolution) and 13.13 (Governing Law and Jurisdiction); and
 - b. Framework Schedules 2 (Goods and/or Services and Key Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Key Sub-Contractors), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 11 (Continuous Improvement and Benchmarking), 12 (Insurance Requirements), 13 (Commercially Sensitive Information) and 15 (Tender).

13 MISCELLANEOUS AND GOVERNING LAW

13.1 Compliance

- 13.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
- 13.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 13.1, this shall be deemed to be a material Default and the Customer reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

13.2 Equality & Diversity

- 13.2.1 The Supplier shall:
 - a. perform its obligations under this Framework Agreement (including those in relation to the provision of the Goods and/or Services) in accordance with:
 - i. all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - ii. any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
 - b. take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

13.3 Assignment and Novation

- 13.3.1 The Agreement shall be personal to the Parties.
- 13.3.2 Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

- 13.3.3 The Supplier shall not assign or sub-contract all or any part of the Goods and Services without the prior written consent of the Customer which may be refused or granted subject to such conditions as the Customer sees fit.
- 13.3.4 Where the Supplier sub-contracts all or any part of the Goods and Services to any person, the Supplier shall:
- a. ensure that such person is obliged to comply with all of the obligations and duties of the Supplier under the relevant Call-Off Contract insofar as they relate to the Goods and Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - b. be responsible for payments to that person; and
 - c. remain solely responsible and liable to the Customer for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Goods and Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Supplier;
 - d. on or before the Agreement Commencement Date notify the Customer in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Supplier to the Customer under the Agreement;
 - e. promptly notify the Customer in writing of any change to the information notified under Clause 30.4.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Framework Agreement Commencement Date;
 - f. ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor.

13.4 **Waivers and Remedies**

- 13.4.1 Except as otherwise stated in this Agreement, the rights and remedies of each Party under this Agreement:

- a. are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and
- b. may be waived only in writing and specifically.

13.4.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right.

13.4.3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement.

13.4.4 Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

13.5 Relationships of the Parties

13.5.1 Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

13.6 Prevention of Fraud and Bribery

13.6.1 The Supplier shall:

- a. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- b. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- c. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

- d. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

13.6.2 Breach of this Clause 13.6 shall be deemed a material breach.

13.6.3 For the purpose of this Clause 13.6 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section **Error! Reference source not found.** of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

13.7 Severance

13.7.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

13.8 Further Assurance

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

13.9 Third Party Rights

13.9.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

13.9.2 The Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

13.10 Notices

13.10.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

13.10.2 Subject to Clause 13.10.1, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service

Manner of Delivery	Deemed time of delivery	Proof of service of notice
E-mail (Subject to Clause 13.10.3)	09:00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

13.10.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 13.10.2 within twenty four (24) hours of transmission of the email:

- a. any Termination Notice under Clause 12.1 (Termination), including in respect of partial termination;
- b. any notice in respect of:

- i. Suspension of Supplier's Appointment (Clause 2.4);
 - ii. Waiver (Clause 13.4);
 - iii. Default or Customer Cause; and
 - c. any Dispute Notice.
- 13.10.4 Failure to send any original notice in accordance with Clause 13.10.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 13.10.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice
- 13.10.5 This Clause 13.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Clause 13.11 (Dispute Resolution)).
- 13.10.6 For the purposes of this Clause 13.10, the address of each Party shall be:
- a. For the Customer:

National Museum Of The Royal Navy
HM Naval Base, PP66,
Portsmouth,
Hampshire
PO1 3NH
For the attention of: Dave Hartley, Procurement Officer
 - b. For the Supplier:

[insert name of supplier]
Address: [insert address of supplier]
For the attention of: [insert supplier contact name]
- 13.10.7 Either Party may change its address for service by serving a notice in accordance with this Clause 13.10.

- 13.10.8 This Clause 13.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

13.11 Entire Agreement

- 13.11.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 13.11.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.12 Dispute Resolution

- 13.12.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 13.12.2 The Customer and the Supplier shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract.
- 13.12.3 If the Dispute is not settled through discussion between the Call-Off Contract Coordinator and a representative of the Supplier within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 13.12.4 If negotiations under Clauses 13.12.1 to 13.12.3 do not resolve the matter within thirty (30) Business Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("**ADR**") procedure.
- 13.12.5 If the ADR procedure under Clause 13.12.4 of the Agreement does not resolve the matter within sixty (60) Business Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

- 13.12.6 The seat of the arbitration under Clause 13.12.5 of the Agreement shall be London and the governing law shall be the laws of England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 13.12.7 Nothing in this Clause 13.12 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 13.12.8 The decision and outcome of the final method of dispute resolution under this Clause 13.12 of the Agreement shall be final and binding on both Parties.

13.13 Governing Law and Jurisdiction

- 13.13.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 13.13.2 Subject to the provisions of this Clause 13.13 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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

Signed duly authorised for and on behalf of the SUPPLIER

Signature:

Name:

Position:

Date

Signed for and on behalf of the CUSTOMER

Signature:

Name:

Position:

Date

FRAMEWORK SCHEDULE 1 – DEFINITIONS

In accordance with Clause 1 (Definitions), in this Framework Agreement including its Recitals the following expressions shall have the following meanings:

“Affiliates”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Approval”	means the prior written consent of the Customer and " Approve " and " Approved " shall be construed accordingly;
“Audit Report”	means a report summarising the testing completed and the actions arising following an audit;
“Call Off Agreement”	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between the Customer and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
“Call Off Procedure”	means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
“Change in Law”	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
“Change of Control”	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Charges”	means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;

"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	means the Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) (if any) comprising of commercially sensitive information relating to: - (a) the pricing of the Services; (b) details of the Supplier's IPR; (c) the Supplier's business and investment plans; and/or (d) the Supplier's trade secrets; which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
"Continuous Improvement Plan"	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 11 (Continuous Improvement and Benchmarking);
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Customer;
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call Off Agreement s for Goods and/or Services set out in Part A of Framework Schedule 6 (Award Criteria);
"Disclosing Party"	means a Party which discloses or makes available directly or indirectly its Confidential Information to the Recipient;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in

	accordance with the procedure for variations in Clause 16.1(Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	means the dispute resolution procedure set out in Framework Clause 13.11 (Dispute Resolution);
“Due Diligence Information”	means any information supplied to the Supplier by or on behalf of the Customer prior to the Framework Commencement Date;
“Environmental Information Regulations” or “EIRs”	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 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Framework”	means the framework arrangements established by the Customer for the provision of the Goods and/or Services to the Customer by suppliers (including the Supplier) pursuant to the Tender Notice;
“Framework Agreement”	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
“Framework Commencement Date”	means the date identified in the Form of Agreement;
“Framework Period”	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
“Framework Price(s)”	means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
“Framework Schedules”	means the schedules to this Framework Agreement;
“Framework Suppliers”	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
“Fraud”	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967)

	or at common law in respect of fraudulent acts including acts of forgery;
“Further Competition Award Criteria”	means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);
“Further Competition Procedure”	means the further competition procedure described in paragraph 14 of Framework Schedule 5 (Call Off Procedure);
“General Change in Law”	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the 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 within the relevant industry or business sector;
“Goods”	means the goods described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to The Customer;
“Goods and/or Services Requirements”	means the requirements of the Customer for the Goods and/or Services from time to time;
“Government”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Holding Company”	has the meaning given to it in section 1159 of the Companies Act 2006;
“Improvement Plan”	means the plan required by the Customer from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 11.1 (NMRN Remedies);
“Improvement Notice”	means the notice issued by the Customer to the Supplier pursuant to Clause 32.1.3 (Customer Remedies) which will detail how the Supplier shall improve the provision of the Goods and/or Services;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
“Insolvency Event”	means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable): a) 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

b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

c) a petition is presented for its winding up (which is not dismissed within fourteen (14) 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

d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

h) where the Supplier or Framework Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"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, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

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 having equivalent or similar effect in any country or jurisdiction;

"Invitation to Tender" or "ITT"	has the meaning given to it in Recital C to this Framework Agreement;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Framework Agreement;
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor which is listed in Framework Schedule 7 (Key Sub-Contractors), that in the opinion of the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
"KPI Target"	means the acceptable performance level for a KPI as set out in relation to each KPI;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation on otherwise and " Loss " shall be interpreted accordingly;
"Lot(s)"	means the number of lots specified in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and "Lots" shall be construed accordingly;
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;

"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Goods and/or Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information" or "MI"	means the management information specified in Framework Schedule 9 (Management Information);
"MI Default"	has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Customer in accordance with Framework Schedule 9 (Management Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Customer;
"Month"	means a calendar month and " Monthly " shall be interpreted accordingly;
"Nil Return"	has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
"Occasion of Tax Non-Compliance"	means where: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Customer on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Customer successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Customer under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Customer on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for

	tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;
"Order"	means an order for the provision of the Goods and/or Services placed by the Customer with the Supplier under a Call Off Agreement;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within the Supplier's costs;
"Parties"	means the Customer or the Supplier and " Parties " shall mean both of them;
"Prohibited Act"	<p>means any of the following:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Customer or other public body; or iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Recipient"	mean the Party which receives or obtains directly or indirectly Confidential Information from the Disclosing Party;
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;

“Relevant Person(s)”	means any employee, agent, servant, or representative of the Customer, or of any other public body;
“Relevant Requirements”	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Customer”	means HMRC, or, if applicable, the tax Customer in the jurisdiction in which the Supplier is established;
“Replacement Goods and/or Services”	means any goods and/or services which are substantially similar to any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement;
“Replacement Supplier”	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time;
“Reporting Date”	means the 7 th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
“Request for Information”	means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
“Self-Audit Certificate”	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Customer in accordance with Clause 5.2 (Records);
“Service Period”	has the meaning given to it in Framework Schedule 4 (Template Direct Order Form and Template Call Off Terms) as refined by the Customer in a Call Off Agreement between the Customer and the Supplier;
“Services”	means the services described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to The Customer;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
“Standards”	means: <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

	<p>b) any standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);</p> <p>c) any Standards detailed by the Customer in a Call Off Agreement following a Further Competition Procedure;</p> <p>d) any relevant Government codes of practice and guidance applicable from time to time.</p>
“Statement of Requirements” or “SoR”	means a statement issued by the Customer detailing its Goods and/or Services Requirements issued in accordance with the Call Off Procedure;
“Sub-Contract”	<p>means any contract or agreement (or proposed contract or agreement) pursuant to which a third party:</p> <p>(a) provides the Goods and/or Services (or any part of them);</p> <p>(b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or</p> <p>(c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);</p>
“Sub-Contractor”	means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;
“Supplier”	means the person, firm or company stated in the preamble to this Framework Agreement;
“Supplier Action Plan”	means a document, maintained by the Customer, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
Supplier Profit”	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call Off Schedule 1 (Definitions)) and total Costs (in nominal cash flow terms) in respect of any Call Off Agreement s for the relevant period;
“Supplier Profit Margin”	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Agreement s and expressed as a percentage;
“Supplier Representative”	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;

“Supplier’s Confidential Information”	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
“Template Call Off Terms”	means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
“Template Order Form”	means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
“Tender”	means the tender submitted by the Supplier to the Customer, a copy of which is annexed or referred to in Framework Schedule 15 (Tender);
“Tender Notice”	has the meaning given to it in Recital A to this Framework Agreement;
“Termination Notice”	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
“Variation”	has the meaning given to it in Clause 5.3 (Change);
“Variation Form”	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 14 (Variation Form);
“Variation Procedure”	means the procedure for carrying out a Variation as set out in Clause 5.3 (Change);
“Value Added Tax” or “VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Days”	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2 – GOODS AND/OR SERVICES AND KEY PERFORMANCE INDICATORS

PART A – GOODS AND/OR SERVICES

1. GENERAL

- 1.1 The purpose of this Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) is to lay down the characteristics of the Goods and/or Services that the Supplier will be required to make available to all The Customer under this Framework Agreement (including, if applicable, in each Lot) together with any specific Standards applicable to the Goods and/or Services.
- 1.2 The Goods and/or Services and any Standards set out in paragraph 2 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by the Customer during a Further Competition Procedure to reflect its Goods and/or Services Requirements for entering a particular Call Off Agreement.

2. SPECIFICATION

[This will be populated Post-Award for each Call-Off Contract]

3. THE GOODS AND/OR SERVICES

- 3.1 The Supplier:
 - 3.1.1 shall provide the Goods and Services specified in a Call-Off Contract to the Customer in accordance with this Agreement and the terms of the relevant Call-Off Contract;
 - 3.1.2 acknowledges that it has sufficient information about the Customer and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Goods and Services in accordance with the relevant Call-Off Contract;
 - 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the relevant Call-Off Contract due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification or otherwise to the Agreement or relevant Call-Off Contract; and
 - 3.1.4 shall comply with all lawful and reasonable directions of the Customer relating to its performance of the Goods and Services under any Call-Off Contract.
- 3.2 Notwithstanding anything to the contrary in this Agreement, the Customer's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.

3.3 The Supplier shall provide the Goods and Services under each Call-Off Contract:

- 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced Suppliers providing Goods and Services of a similar scope, type and complexity to the Goods and Services and with sufficient resources including project management resources;
- 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.3.4 so that they are properly managed and monitored and shall immediately inform the Customer if any aspect of the Call-Off Contract is not being or is unable to be performed.

PART B: KEY PERFORMANCE INDICATORS

4. GENERAL

- 4.1 The purpose of this Part B is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The Customer reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Customer and the Supplier in accordance with Clause 5.3 (Change).
- 4.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below. The Customer expressly reserves the right to terminate this Framework Agreement for material Default of this paragraph 4.2.
- 4.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

LOT 1 (All Stages) KPIs

Key Performance Indicator (KPI)	KPI Target	Measured by
Framework Management		
MI Returns: All MI Returns to be returned to the Customer by the 5 th Working Day of each month	100%	Confirmation of receipt and time of receipt by the Customer
Supplier self-audit certificate to be issued to the Customer in accordance with the Framework Agreement	100%	Confirmation of receipt and time of receipt by the Customer
Operational Efficiency and Price Savings		
The Supplier to aim to deliver any further cost savings over the Framework Period via continuous improvement and innovation	Savings up to 20% cost saving on Lot 1 requirements	Confirmation by the Customer of any cost savings suggested by the Supplier, which are then implemented
Quality Management		
Goods and/or Services to be provided to the correct moisture content (16% +/- 2%) to the satisfaction of the Customer	95%	Acceptance by the Customer supported by the Supplier providing moisture quality reports in the MI
Goods and/or Services provided to the required specification (form, fit and function) as detailed in each Call Off requirement	95%	Confirmation by the Customer of the required quality of Goods and/or Services being delivered
Delivery Timescales		
The Supplier to respond to requests for Call Off requirements within the stipulated time	100%	Confirmation by the Customer of response times

		to Call Offs
Goods and/or Services provided to the required delivery timescales as detailed in each Call Off requirement	95%	Confirmation by the Customer of the time in which the Goods and/or Services were delivered
Partnership and Collaboration		
The Supplier provides prompt notification of material issues and risks and identifies conflicts between the delivery programme and the HMS Victory Conservation plan and adapts the former accordingly	95%	Confirmation by the Customer of the right behaviours and communications from the Supplier
The Supplier offers innovative ideas in order to mitigate the supply chain issues related to timber supply	95%	Confirmation by the Customer of any cost savings suggested by the Supplier

Lot 2 (All Stages) KPIs

Key Performance Indicator (KPI)	KPI Target	Measured by
Quality Management		
Goods and/or Services to be provided to the correct moisture content (16% +/- 2%) to the satisfaction of the Customer	95%	Acceptance by the Customer supported by the Supplier providing moisture quality reports in the MI
Goods and/or Services provided to the required specification (form, fit and function) as detailed in each Call Off requirement	95%	Confirmation by the Customer of the required quality of Goods and/or Services being delivered
Delivery Timescales		
The Supplier to respond to requests for Call Off requirements within the stipulated time	100%	Confirmation by the Customer of response times to Call Offs
Goods and/or Services provided to the required delivery timescales as detailed in each Call Off requirement	95%	Confirmation by the Customer of the time in which the Goods and/or Services were delivered
Partnership and Collaboration		
The Supplier provides prompt notification of material issues and risks and identifies conflicts between the delivery programme and the HMS Victory Conservation plan and adapts the former accordingly	95%	Confirmation by the Customer of the right behaviours and communications from the Supplier
The Supplier offers innovative ideas in order to mitigate the supply chain issues related to timber supply	95%	Confirmation by the Customer of any cost savings suggested by the Supplier

Lot 3 (All Stages) KPIs

Key Performance Indicator (KPI)	KPI Target	Measured by
Quality Management		
Goods and/or Services to be provided to the correct moisture content (16% +/- 2%) to the satisfaction of the Customer	95%	Acceptance by the Customer supported by the Supplier providing moisture quality reports in the MI
Goods and/or Services provided to the required specification (form, fit and function) as detailed in each Call Off requirement	95%	Confirmation by the Customer of the required quality of Goods and/or Services being delivered
Delivery Timescales		
The Supplier to respond to requests for Call Off requirements within the stipulated time	100%	Confirmation by the Customer of response times to Call Offs
Goods and/or Services provided to the required delivery timescales as detailed in each Call Off requirement	95%	Confirmation by the Customer of the time in which the Goods and/or Services were delivered
Partnership and Collaboration		
The Supplier provides prompt notification of material issues and risks and identifies conflicts between the delivery programme and the HMS Victory Conservation plan and adapts the former accordingly	95%	Confirmation by the Customer of the right behaviours and communications from the Supplier
The Supplier offers innovative ideas in order to mitigate the supply chain issues related to timber supply	95%	Confirmation by the Customer of any cost savings suggested by the Supplier

FRAMEWORK SCHEDULE 3 – FRAMEWORK PRICES AND CHARGING STRUCTURE

1. DEFINITIONS

1.1 The following terms used in this Framework Schedule 3 shall have the following meanings:

“Deposit”	Means the initial down-payment for any pre-purchase of Goods and/or Services required to meet the HMS Victory Conservation programme;
“Indexation”	means the adjustment of an amount or sum in accordance with Paragraph 9 of this Framework Schedule 3;];
“Indexation Adjustment”	has the meaning given to it in paragraph 9.1.1(a) of this Framework Schedule 3;]
“Reimbursable Expenses”	
“Supporting Documentation”	means sufficient information in writing to enable the Customer to reasonably assess whether the Charges, Deposit, Indexation, Reimbursable Expenses and other sums due under a Call Off Agreement detailed in the information are properly payable.]

2. GENERAL PROVISIONS

- 2.1 The Framework Prices set out in Annex 3 to this Framework Schedule 3 are the maximum that the Supplier may charge pursuant to any Call Off Agreement.
- 2.2 The Supplier acknowledges and agrees that any prices submitted in relation to a further competition held in accordance with Framework Schedule 5 (Call Off Procedure) shall be equal to or lower than the Framework Prices.
- 2.3 The Supplier acknowledges and agrees that, subject to paragraph 2.3 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Framework Period.

3. PRICING MECHANISM FOR THE CALCULATION OF FRAMEWORK PRICES

- 3.1 Framework Prices shall be calculated using the pricing mechanism specified in Annex 1 to this Framework Schedule 3 and on the basis of the rates and prices specified in Annex 2 to this Framework Schedule 3, as more particularly set out in this Framework Schedule 3.

3.2 Table 1 of Annex 1 sets out which pricing mechanism shall be used to calculate each Framework Price, which shall be one or more of the following:

3.2.1 “Time and Materials”, in which case the provisions of paragraph 3.3 shall apply;

3.2.2 “Fixed Price” in which case the provisions of paragraph 3.4 shall apply; or

3.2.3 “Volume Based” pricing, in which case the provisions of paragraph 3.5 shall apply.

3.3 Time and Materials

3.3.1 Where Table 1 of Annex 1 indicates that a Framework Price (as applicable) is to be calculated by reference to a Time and Materials pricing mechanism, the day rates set out in Table 1 of Annex 2 shall be used to calculate the relevant Framework Prices, provided that the Supplier (or its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates.

3.3.2 [The day rates set out in Table 1 of Annex 2 shall be subject to increase by way of Indexation.]

3.4 Fixed Price Framework Prices

3.4.1 Where Table 1 of Annex 1 indicates that a Framework Price is to be calculated by reference to a Fixed Price pricing mechanism, the relevant Framework Price shall be the amount set out against that Framework Price in Table 2 of Annex 2.

3.4.2 [The Framework Prices calculated by reference to a Fixed Price pricing mechanism in Table 2 of Annex 2 shall be subject to increase by way of Indexation.]

3.5 Volume Based Framework Prices

3.5.1 Where Table 1 of Annex 1 indicates that a Framework Price is to be calculated by reference to a Volume Based pricing mechanism, the relevant Framework Price shall be calculated on the basis of the unit costs set out against that Framework Price in Table 3 of Annex 2.

3.5.2 [The Framework Price per unit set out in Table 3 of Annex 2 shall be subject to increase by way of Indexation.]

4. COSTS AND EXPENSES

4.1 [Except as expressly set out in paragraph 5 of this Framework Schedule 3 (Reimbursable Expenses),] the Framework Prices shall include all costs and expenses relating to the Goods and/or Services provided to The Customer and/or the Supplier’s performance of its obligations under any Call Off Agreement s and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

- 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Agreement.

5. [REIMBURSABLE EXPENSES]

- 5.1 Where Services are to be provided to The Customer under any Call Off Agreement on the basis of Framework Prices submitted by the Supplier to the Customer using the Time and Materials pricing mechanism, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call Off Agreements), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.]

6. ADJUSTMENT OF THE FRAMEWORK PRICES

- 6.1 The Framework Prices shall only be varied:
 - 6.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 5.3.2 of this Framework Agreement (Legislative Change);
 - 6.1.2 where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 11 (Continuous Improvement and Benchmarking);
 - 6.1.3 where all or part of the Framework Prices are reviewed and reduced in accordance with paragraph 7 of this Framework Schedule 3 (Supplier Periodic Assessment of Framework Prices);
 - 6.1.4 [where a review and increase of Framework Prices is requested by the Supplier and Approved, in accordance with the provisions of paragraph 8 of this Framework Schedule 3 (Supplier Request For Increase Of The Framework Prices); or
 - 6.1.5 [where Framework Prices or any component amounts or sums thereof are expressed in this Framework Schedule as “subject to increase by way of Indexation”, in accordance with the provisions in paragraph 9 of this Framework Schedule 3 (Indexation).]
- 6.2 Subject to paragraphs 6.1.1 to 6.1.3 of this Framework Schedule, the Framework Prices will remain fixed for the first two (2) Contract Years.

7. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

- 7.1 Every six (6) Months during the Framework Period, the Supplier shall assess the level of the Framework Prices to consider whether it is able to reduce them.
- 7.2 Such assessments by the Supplier under paragraph 7.1 shall be carried out on [1 October] and [1 April] in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Framework Prices it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 10.1.3 below.

8. [SUPPLIER REQUEST FOR INCREASE OF THE FRAMEWORK PRICES]

- 8.1 The Supplier may request an increase in all or part of the Framework Prices in accordance with the remaining provisions of this paragraph 8 subject always to:
- 8.1.1 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Framework Prices ("Review Adjustment Date") which shall be subject to paragraph 8.2;
- 8.1.2 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 8.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the [second (2nd)] anniversary of the Framework Commencement Date. Thereafter any subsequent increase to any of the Framework Prices in accordance with this paragraph 8 shall not occur before the anniversary of the previous Review Adjustment Date during the Framework Period.
- 8.3 To make a request for an increase in some or all of the Framework Prices in accordance with this paragraph 8, the Supplier shall provide the Customer with:
- 8.3.1 a list of the Framework Prices it wishes to review;
- 8.3.2 for each of the Framework Prices under review, written evidence of the justification for the requested increase including:
- (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
 - (b) details of the movement in the different identified cost components of the relevant Framework Price;
 - (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and

- (e) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Commencement Date.]

9. [INDEXATION

9.1 Where the Framework Prices or any component amounts or sums thereof are expressed in this Framework Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:

9.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Framework Prices by way of Indexation ("Indexation Adjustment Date") which shall be subject to paragraph 9.1.2;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published CPI Index figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
- (d) if the CPI Index is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Framework Schedule 3.

9.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the [second (2nd)] anniversary of the Framework Commencement Date. Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Framework Period;

9.1.3 Except as set out in this Paragraph 9, neither the Framework Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Framework Agreement and any Call Off Agreement s.]

9.1.4 For the purposes of this Clause 9.1 CPI means the **Consumer Prices Index** as published by the Office of National Statistics (<http://www.statistics.gov.uk/instantfigures.asp>).]

10. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

10.1 Variations in accordance with the provisions of this Framework Schedule 3 to all or part the Framework Prices (as the case may be) shall be made by the Customer to take effect:

10.1.1 in accordance with Clause 5.3.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.1 of this Framework Schedule;

10.1.2 in accordance with Framework Schedule 11 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.2 of this Framework Schedule 3; [or]

10.1.3 on [1 May] for assessments made on [1 April] and on [1 November] for assessments made on [1 October] where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.3 of this Framework Schedule 3 [; or]

10.1.4 [on the Review Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.4 of this Framework Schedule 3.]

10.1.5 [on the Indexation Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.5 of this Framework Schedule 3.]

and the Parties shall amend the Framework Prices shown in Annex 3 to this Framework Schedule 3 to reflect such variations.

11. CHARGES UNDER CALL OFF AGREEMENTS

11.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraphs 2.1 and 2.2 of this Framework Schedule 3 and shall not affect the Charges payable by the Customer under a Call Off Agreement in force at the time any change to the Framework Prices is implemented.

[11.2 Any variation to the Charges payable under a Call Off Agreement must be agreed between the Supplier and the Customer and implemented in accordance with the provisions applicable to the Call Off Agreement.]

12. PAYMENT AND INVOICING

12.1 Unless otherwise set out in a Call-Off Contract, the payment and approvals process are set out below.

12.1.1 The Supplier shall invoice the Customer in respect of the Charges:

12.1.2 monthly in arrears during the Term; or

12.1.3 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or

- 12.1.4 if specified in a Call-Off Contract, on completion of each Milestone. It is a condition precedent of the submission of an invoice on completion of a Milestone that all preceding Milestones specified in the relevant Call-Off Contract have been completed.
- 12.2 The Supplier shall submit invoices to the address set out in each Call- Off Contract or where an electronic format for submission of invoices is set out in each Call-Off Contract, such electronic format shall, unless the Customer requires otherwise, be used. Each such invoice shall contain all information required by the Customer including the Agreement Number, relevant Call-Off Contract Number, purchase order number, the Customer account details, the Supplier's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Goods and Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 12.3 The Customer shall consider and verify each invoice, which is submitted in accordance with this paragraph 8, in a timely manner. If the Customer considers that the Charges claimed by the Supplier in any invoice have under the relevant Call-Off Contract:
- 12.3.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Customer may choose from time to time within thirty (30) days of receipt of such invoice or such other time period as may be specified in the relevant Call-Off Contract;
- 12.3.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Customer shall notify the Supplier and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Supplier shall submit a revised invoice to the Customer.
- 12.4 No payment made by the Customer (including any final payment) or act or omission or approval by the Customer (whether related to payment or otherwise) shall:
- 12.4.1 indicate or be taken to indicate the Customer's acceptance or approval of the Goods and Services or any part of them or any act or omission of the Supplier, or otherwise prejudice any rights, powers or remedies which the Customer may have against the Supplier, or absolve the Supplier from any obligation or liability imposed on the Supplier under this Agreement or a Call-Off Contract; or
- 12.4.2 prevent the Customer from recovering any amount overpaid or wrongfully paid including payments made to the Supplier by mistake of law or fact. The Customer shall be entitled to withhold such amount from any sums due or which may become due to the Supplier, or the Customer may recover such amount as a debt under this Agreement or a Call-Off Contract.
- 12.5 Except where otherwise provided in a Call-Off Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Supplier in discharging its obligations under the Call-Off Contract.

- 12.6 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement or a Call-Off Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty-five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.7 Subject to the relevant provisions of this Schedule, the Customer shall make payment to the Supplier within thirty (30) calendar days of verifying that the invoice is valid and undisputed.
- 12.8 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in UK Pound Sterling (UK £) by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

ANNEX 1: PRICING MECHANISM

TABLE 1

Framework Lot	Pricing Mechanism (T&M / VOL / FIX)
STAGE 1	
LOT 1 - Processed Planks	FIX
LOT 2 – Specials 1: Largest Planks up to 1000-8000mm, 220-460mm width and 100-255mm thickness (with some requiring quarter sawn for lamination)	VOL/T&M
LOT 3 - Specials 2: Curved/Compass Timbers, Knees, Butts, Boules, etc (2150mm x 350mm x 2150 mm for example)	VOL/T&M
STAGE 2	
LOT 1 - Processed Planks	FIX
LOT 2 – Specials 1: Largest Planks up to 1000-8000mm, 220-460mm width and 100-255mm thickness (with some requiring quarter sawn for lamination)	VOL/T&M
LOT 3 - Specials 2: Curved/Compass Timbers, Knees, Butts, Boules, etc (2150mm x 350mm x 2150 mm for example)	VOL/T&M
STAGE 3	
LOT 1 - Processed Planks	FIX
LOT 2 – Specials 1: Largest Planks up to 1000-8000mm, 220-460mm width and 100-255mm thickness (with some requiring quarter sawn for lamination)	VOL/T&M
LOT 3 - Specials 2: Curved/Compass Timbers, Knees, Butts, Boules, etc (2150mm x 350mm x 2150 mm for example)	VOL/T&M

ANNEX 2: RATES AND PRICES

TABLE 1: LOT 1 – PROCESSED PLANKS OFF-THE-SHELF TIMBER – SUPPLY ONLY

Description	Rate £/mile	Miles	Total
Bulk Delivery			
Part Load Delivery			

Description	Rate	Qty	Total

Overheads and Profit	Percentage
£0 - £1,000	
£1,001 - £5,000	
£5,001 - £10,000	
£10,001 - £50,000	
£50,001 - £100,000	
Over £100,001	

TABLE 2: LOTS 2 & 3 – DAY AND SUBSISTENCE RATES

Resource	Hourly Rate	Discount for Day Rate (%)	Day Rate
Buyer			
Senior Manager			
Manager			
Foreman			

Allowance	Units	Rate £/unit	Qty	Cost
Mileage	Miles			
Subsistence	Day			
Hotel	Night			
Cross Channel Travel	Out & Return			

Overheads and Profit	Percentage
£0 - £1,000	
£1,001 - £5,000	
£5,001 - £10,000	
£10,001 - £50,000	
£50,001 - £100,000	
Over £100,001	

FRAMEWORK SCHEDULE 4 – TEMPLATE DIRECT AWARD ORDER AND FURTHER COMPETITION FORMS

The template forms required for the Call-Off from the various Lots under this Framework Agreement are contained in this Schedule.

- Part A contains the template Call-Off form for use in Lot 1 for Direct Award
- Part B contains the template that **MUST** be used for Call-Off in Lots 2 and 3 for Further Competition

SAMPLE ONLY

ANNEX 1: DIRECT AWARD CALL-OFF ORDER FORM (LOT 1)

Order Form

CALL-OFF REFERENCE: [Insert Customer's contract reference number]

THE CUSTOMER: [Insert Customer's name]

CUSTOMER ADDRESS [Insert business address]

THE SUPPLIER: [Insert name of Supplier]

SUPPLIER ADDRESS: [Insert registered address (if registered)]

REGISTRATION NUMBER: [Insert registration number (if registered)]

DUNS NUMBER: [Insert if known]

SID4GOV ID: [Insert if known]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It's issued under the Framework Contract with the reference number [Insert Framework Contract Reference number] for the provision of [Insert name of goods and services].

Call - off Lot(s):

[Insert the relevant lot numbers or insert Not applicable]

Call - off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Schedule 1 (Definitions) [Insert framework reference number]
3. The following Schedules in equal order of precedence:

- Framework Agreement Schedules which apply to this Call-Off Contract
 - Schedule 1 (Definitions)
 - Schedule 2 (Goods and/or Services and Key Performance Indicators – Part A)
 - Schedule 3 (Framework Prices and Charging Structure)
 - Schedule 5 (Call-Off Procedures)
 - Schedule 6 (Award Criteria – Part A)
 - [Schedule 7 (Key Subcontractors)]
 - Schedule 8 (Framework Management)
 - Schedule 9 (Management Information)
 - [Schedule 10 (Self Audit Certificate)]
 - [Schedule 11 (Continuous Improvement and Benchmarking)]
 - Schedule 12 (Insurance Requirements)
 - Schedule 13 (Commercially Sensitive Information)
 - Schedule 14 (Variation Form)
 - Schedule 15 (Tender)
 - New Call-Off Schedules for [Insert Call-Off reference number]
 - [Call-Off Schedule 1 (Pricing Details)]
 - [Call-Off Schedule 2 (Key Supplier Staff)]
 - [Call-Off Schedule 3 (Call-Off Specification)]
 - [Call-Off Schedule 4 (Call-Off Tender)]
4. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Customer (as decided by the Customer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery

Call – off special terms

The following Special Terms are incorporated into this Call-Off Contract:

[Insert terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1]

[Special Term 2.]

[Special Term 3.]

[None]

CALL - OFF START DATE: [Insert Day, Month, Year]

CALL – OFF EXPIRY DATE: [Insert: Day, Month, Year]

CALL – OFF INITIAL PERIOD: [Insert: Years, Months]

Call – off Deliverables

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 3 (Call-Off Specification)]

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 10 of the Core Terms.

Call – off Charges

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

[**Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Customer and the Supplier because of:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

Reimbursable Expenses

[**Insert** None **or insert** Recoverable as stated in the Framework Contract]

Payment Method

[**Insert** payment method(s) and necessary details]

Customer's Invoice Address:

[**Insert** name]

[**Insert** role]

[**Insert** email address]

[**Insert** address]

Customer's Authorised Representative

[**Insert** name]

[Insert role]
[Insert email address]
[Insert address]

Customer's Environmental Policy

[Insert details [Document name] [version] [date] [available online at:] or insert: [Appended at Call-Off Schedule X]]

Customer's Security Policy

[Insert details [Document name] [version] [date] [available online at:] or insert: [Appended at Call-Off Schedule X]]

Supplier's Authorised Representative

[Insert name]
[Insert role]
[Insert email address]
[Insert address]

Supplier's Contract Manager

[Insert name]
[Insert role]
[Insert email address]
[Insert address]

Progress Report Frequency

[Insert report frequency: On the first Working Day of each calendar month]

Progress Meeting Frequency

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

Key Staff

[Insert name]
[Insert role]
[Insert email address]
[Insert address]

Key subcontractor(s)

[Insert name (registered name if registered)]

Commercially Sensitive Information

[**Insert** Not applicable **or insert** Supplier's Commercially Sensitive Information]

Additional Insurances

[**Insert** Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

For and on behalf of the Supplier:		For and on behalf of the Customer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

ANNEX 2: FURTHER COMPETITION FORM (LOTS 2 & 3)

[TEMPLATE] CALL OFF ORDER FORM AND [TEMPLATE] CALL OFF TERMS

GUIDANCE NOTE:

The Parties' attention is drawn to the various guidance notes and information/schedules in square brackets to complete/settle prior to signing the Call Off Contract, which are highlighted in YELLOW in this document.

Before any Call Off Contract is entered, the Customer should ensure that all guidance notes and text highlighted in YELLOW have been addressed/settled (as appropriate, including deletion of all the Guidance Notes highlighted in YELLOW).

Customers awarding a Call Off Contract by way of a Further Competition Procedure should note that they are responsible for identifying any parts of the Supplier's response to the Customer's Statement of Requirements which are relevant to the Call Off Contract and incorporating them before signature. Alternatively (or in addition) the Supplier's whole response to the Statement of Requirements can be inserted in Call Off Schedule 2 (Services).

The guidance notes have been included to assist the Customer in completing the required information with sufficient detail, but are not exhaustive.

If the Customer requires the assistance of the Supplier to fill in certain sections of the Template Call Off Order Form and Template Call Off Terms prior to those becoming the Call Off Contract, this will be agreed between the parties.

Delete this page before entering the Call Off Contract.

PART 1 – [TEMPLATE] CALL OFF ORDER TERMS

Call - off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

4. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
5. Schedule 1 (Definitions) [Insert framework reference number]
6. The following Schedules in equal order of precedence:
 - Framework Agreement Schedules which apply to this Call-Off Contract
 - Schedule 1 (Definitions)
 - Schedule 2 (Goods and/or Services and Key Performance Indicators – Part A)
 - Schedule 3 (Framework Prices and Charging Structure)
 - Schedule 5 (Call-Off Procedures)
 - Schedule 6 (Award Criteria – Part A)
 - [Schedule 7 (Key Subcontractors)]
 - Schedule 8 (Framework Management)
 - Schedule 9 (Management Information)
 - [Schedule 10 (Self Audit Certificate)]
 - [Schedule 11 (Continuous Improvement and Benchmarking)]
 - Schedule 12 (Insurance Requirements)
 - Schedule 13 (Commercially Sensitive Information)
 - Schedule 14 (Variation Form)
 - Schedule 15 (Tender)
 - New Call-Off Schedules for [Insert Call-Off reference number]
 - [Call-Off Schedule 1 (Pricing Details)]
 - [Call-Off Schedule 2 (Key Supplier Staff)]
 - [Call-Off Schedule 3 (Call-Off Specification)]
 - [Call-Off Schedule 4 (Call-Off Tender)]
4. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Customer (as decided by the Customer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery

PART 2 – [TEMPLATE] CALL OFF ORDER FORM

Guidance Note: In completing the Template Call Off Order Form, Customers must ensure that they are act in compliance with Framework Schedule 5 (Call Off Procedure) and the provisions of Regulation 33. In particular, Customers entering into the Call Off Contract following a direct award should complete the Template Call Off Order Form without modification to the Template Call Off Terms governing the provision of the Services; and by inserting or confirming only those sections which are necessary for the Call Off Contract to be formed without re-opening competition. Customers entering into the Call Off Contract following a Further Competition Procedure should note, in particular, the requirements under paragraphs 6 and 11 of Regulation 33; and complete the Template Call Off Order Form by reference to the Statement of Requirements and the Call Off Tender submitted during the Further Competition Procedure.

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of [] dated [].

Guidance Note: specify above the type of Services provided under and the date of the Framework Agreement between the Customer and the Supplier pursuant to which this Call Off Contract is entered into.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	[]	<i>Guidance Note: include order number.</i>
From	[] ("CUSTOMER")	<i>Guidance Note: specify the full name of the Customer and the Customer Representative.</i>
To	[] ("SUPPLIER")	<i>Guidance Note: specify the full name of the Supplier and the Supplier Representative.</i>

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: []	<i>Guidance Note: insert the date on which the Initial Period is to commence.</i>
1.2.	Expiry Date: End date of Initial Period [] End date of Extension Period [] Minimum written notice to Supplier in respect of extension: []	<i>Guidance Note: insert the date on which the Initial Period is to expire; the end date of any Extension Period; and the minimum period of written notice to be given to the Supplier where the Call Off Contract is to be extended from the expiry of the Initial Period (it is suggested that for long term contracts this should normally be no less than 3 months). See Clause Error!</i> Reference source not found. (Call Off Contract Period).

2. GOODS AND/OR SERVICES

2.1.	Goods and/or Services required: In Call Off Schedule 2 (Goods and/or Services and Key Performance Indicators – Part A)	<i>Guidance Note: include a description of the Goods and/or Services from Lots 2 or 3, required under this Call Off Contract. Details of all the Goods and/or Services available at framework level can be found in Part A of Framework Schedule 2.</i>
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		<p><i>If awarding the Call Off Contract by way of Further Competition Procedure, Call Off Schedule 2 (Services) should reflect the Statement of Requirements issued to the Suppliers in accordance with paragraph 3.1.1 of Framework Schedule 5 (Call Off Procedure). This should be refined to include any additional information submitted by the successful Supplier in response to the Statement of Requirements. For example:</i></p> <ul style="list-style-type: none"> • <i>details of where the</i> • <i>Services shall be delivered/performed,</i> • <i>dates of delivery/performance of the Services (and mark any dates which the Customer has so required as “time of the essence”),</i> • <i>any packing/packaging and/or warranty requirements in respect of, etc.</i> <p><i>Ensure your requirements are consistent with the original Tender.</i></p>
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3. DELIVERY PLAN

3.1.	Delivery Plan	<p><i>Guidance Note: if a Delivery Plan is required, provide a new Call Off Schedule titled “Delivery Plan” or specify the period from the Call Off Commencement Date within which the Supplier shall provide the Customer with a draft Delivery Plan for Approval.</i></p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: []	<i>Guidance Note: see Clause 4.3 (Standards) and the definition of Standards in Schedule 1 (Definitions). Specify any particular standards that should apply to this Call Off Contract.</i>
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5. PERSONNEL

5.1	Key Sub-Contractors: []	<i>Guidance Note: see Clause 7.1 (Key Sub-Contractors).</i>
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6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Call Off Schedule 1 (Pricing Details)	<i>Guidance Note: insert the applicable Call Off Contract Charges in Call Off Schedule 1 (Pricing Details).</i> <i>The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Framework Prices and Charging Structure).</i> <i>See also Framework Schedule 3 and consider if any Call Off Contract Charges should be marked as “subject to increase by way of Indexation”.</i>
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	<i>Guidance Note: insert details of the payment terms/profile Call Off Contract Charges in Call Off Schedule 1 (Pricing Details).</i>
6.3	Reimbursable Expenses: [Permitted] [Not permitted]	<i>Guidance Note: see paragraph 5 of Framework Schedule 3 (Framework Prices and Charging Structure) and the</i>

		<i>definition of “Reimbursable expenses”. State if Reimbursable Expenses should be permitted or not.</i>
6.4	Customer billing address: []	<i>Guidance Note: insert Customer billing address</i>
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [] Call Off Contract Years from the Call Off Commencement Date	<i>Guidance Note: For the purpose of paragraphs 6 and 7 of Framework Schedule 3 (Framework Prices and Charging Structure), insert the number of Call Off Contract Years from the Call Off Commencement Date during which the Call Off Contract Charges shall remain fixed for.</i>
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: [] of each Call Off Contract Year during the Call off Contract Period	<i>Guidance Note: for the purpose of paragraph 8 of Framework Schedule 3 (Framework Prices and Charging Structure), insert the dates in each Call Off Contract Year on which the Supplier is obliged to carry out periodic assessments of the Call Off Contract Charges with a view to reducing them.</i>
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [Permitted] [Not Permitted]	<i>Guidance Note: consider paragraph 9 of Framework Schedule 3 (Framework Prices and Charging Structure). State if the Supplier is permitted to request an increase of the Call Off Contract Charges after the expiry of the period during which the Call Off Contract Charges should remain fixed under paragraph 9.</i>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £ []</p>	<p><i>Guidance Note: consider Clause 10.1 in respect of limitation of liability. Insert the sum that should apply.</i></p>
7.2	<p>Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms);</p> <p>[In Clause 36.2.1 of the Call Off Terms]</p> <p>[OR]</p> <p>[The wording "one million pounds (£1,000,000) or a sum equal to one hundred and fifty per cent (150%)" in Clause 36.2.1(b)(i) shall be amended to: []]</p> <p>[The wording "one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)" in Clause 36.2.1(ii) shall be amended to []]</p> <p>[The wording "one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)" in Clause 36.2.1 (b)(iii) shall be amended to []]</p>	<p><i>Guidance Note: consider Clauses 10.1 and 10.2 and confirm the Supplier's financial limits of liability based on their insurance provisions.</i></p> <p><i>The aim should be to establish liability ceilings reflecting a combination of the best estimate by the Customer of the losses that it (and any other associated bodies) might suffer in the event of a Default by the Supplier, the likelihood of those losses occurring and the value for money considerations in limiting liability.</i></p>
7.3	<p>Insurance (Clause 37.3 of the Call Off Terms):</p> <p>[]</p>	<p><i>Guidance Note: see Clause 10.2 (Insurance). Include any specific minimum insurance policies and related requirements</i></p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default:</p>	
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	In Clause 12.1 of the Framework Agreement	
8.2	Termination without cause notice period (Clause 12.2 of the Framework Agreement): [In Clause 12.2 of the Framework Agreement] [OR] [The period of thirty (30) Working Days in Clause 12.2 shall be amended to []]	<i>Guidance Note: consider Clause 12.2 (Termination without cause). Confirm the minimum number of Working Days that should be the notice period in respect of termination without cause. It is suggested that in long term contracts this should be a minimum of 30 Working Days, as stipulated in Clause 12.2</i>

9. SUPPLIER INFORMATION

9.1	Commercially Sensitive Information: []	<i>Guidance Note: see the definition of Commercially Sensitive Information in Call Off Schedule 1 (Definitions). Specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under FOIA or the EIRs the Customer may publish it under Clause 9.3 (Transparency).</i>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Notices (Clause 13.10 of the Framework Agreement):</p> <p>Customer's postal address and email address: []</p> <p>Supplier's postal address and email address:</p> <p>[]</p>	<p><i>Guidance Note: Specify the postal address and email address of both the Customer and the Supplier for the purpose of serving notices under the Call Off Contract as required under Clause 13.10 (Notices).</i></p>
10.2	<p>Call Off Tender:</p> <p>In Call-Off Schedule 4 (Call Off Tender)</p>	<p><i>Guidance Note: If you award the Call Off Contract following a further Competition Procedure, insert in Schedule 15 (Call Off Tender) a copy of the Call Off Tender submitted by the Supplier in response to the Customer's Statement of Requirements.</i></p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

FRAMEWORK SCHEDULE 5 – CALL-OFF PROCEDURES

1. AWARD PROCEDURE

1.1 If the Customer decides to source the Goods and/or Services through this Framework Agreement then it will award its Goods and/or Services Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

1.2 If the Customer can determine that:

1.2.1 its Goods and/or Services Requirements can be met by the Framework Suppliers’ catalogues and description of the Goods and/or Services as set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and

1.2.2 all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms);

then the Customer may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

1.3 If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Customer:

1.3.1 requires the Supplier to develop proposals or a solution in respect of the Customer’s Goods and/or Services Requirements; and/or

1.3.2 needs to amend or refine the Template Call Off Terms to reflect its Goods and/or Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Customer shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION (DIRECT AWARD)

2.1 Subject to paragraph 1.2 above when the Customer is awarding a Call Off Agreement under this Framework Agreement without holding a further competition (for Lot 1 requirements for each Stage) they shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 apply the Direct Award Criteria to the Framework Suppliers’ catalogues and description of the Goods and/or Services as set out in Framework Schedule 2

(Goods and/or Services and Key Performance Indicators) for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and

- 2.1.3 on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 6 below.

3. FURTHER COMPETITION PROCEDURE

Customer Obligations

- 3.1 The Customer, whilst awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure (for Lots 2 and 3 requirements for each Stage) shall:
- 3.1.1 develop a Statement of Requirements setting out its requirements for the Goods and/or Services and identify the Framework Suppliers capable of supplying the Goods and/or Services;
 - 3.1.2 amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Goods and/or Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - 3.1.3 invite tenders by conducting a Further Competition Procedure for its Goods and/or Services Requirements in accordance with the Regulations and Guidance
 - 3.1.4 apply the Further Competition Award Criteria to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Goods and/or Services Requirements;
 - 3.1.5 on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with paragraph 6 which Call Off Agreement shall:
 - (a) state the Goods and/or Services Requirements;
 - (b) state the tender submitted by the successful Framework Supplier;
 - (c) state the charges payable for the Goods and/or Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
 - (d) incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Customer in accordance with paragraph 3.1.2 above) applicable to the Goods and/or Services,
 - 3.1.6 provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

The Supplier's Obligations

3.2 The Supplier shall in writing, by the time and date specified by the Customer following an invitation to tender pursuant to paragraph 3.1.3 above, provide the Customer with either:

3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Goods and/or Services Requirements; or

3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

- (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
- (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
- (c) a proposal covering the Goods and/or Services Requirements.
- (d) CVs of key personnel where applicable – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels; and
- (e) confirmation of any discounts applicable to the Goods and/or Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).

3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Customer may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).

3.2.4 The Supplier agrees that:

- (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Customer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with the Call Off Procedure); and
- (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:

- (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
- (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. NO AWARD

- 4.1 Notwithstanding the fact that the Customer has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Customer shall be entitled at all times to decline to make an award for its Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige any Customer to award any Call Off Agreement.

5. RESPONSIBILITY FOR AWARDS

- 5.1 The Supplier acknowledges that the Customer is responsible for the conduct of its award of Call Off Agreements under this Framework Agreement.

6. CALL OFF AWARD PROCEDURE

- 6.1 Subject to paragraphs 1 to 5 above, the Customer may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Customer in accordance with paragraph 3.1.2 above) of the Template Order Form set out in Framework Schedule 4 (Template Order Form and Template Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 6 shall not constitute a Call Off Agreement under this Framework Agreement.
- 6.2 On receipt of an order form as described in paragraph 6.1 from a Customer the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Customer concerned.
- 6.3 On receipt of the signed order form from the Supplier, the Customer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

FRAMEWORK SCHEDULE 6 – AWARD CRITERIA

1. GENERAL

- 1.1 This Framework Schedule 6 is designed to assist the Parties seeking to award a Call Off Agreement on the basis of direct award or through reopening competition under a Further Competition Procedure in accordance with the Call off Procedure.
- 1.2 A Call Off Agreement shall be awarded on the basis of most economically advantageous tender ("MEAT") from the point of view of the Customer.
- 1.3 This Framework Schedule 6 includes details of the evaluation criteria and any weightings that will be applied to that criteria.
- 1.4 In accordance with the PCR 2015 Regulation (67) the Customer will award any Call-Off Contract on the basis of the Award Criteria stipulated in Parts A and B below, and assessed using the following scoring methodology based solely on your response to each Call-Off request:

Criteria	Weighting	Demonstrated by
Quality including Methodology and Approach	[80]%	<p>Each criterion will be marked using the scale 0-10 and the specified weighting applied. The formula to calculate the weighted score will be:</p> $\frac{(\text{marks awarded}) \times \text{weighting}}{\text{marks available}}$ <p>For example, if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be:</p> $(3 / 5) \times 20 = 12$ <p>NB: For the purposes of this calculation, weighting is expressed as a number not a percentage.</p>
Commercial	[20]%	<p>Price submitted by Tenderer in Annex D, Section 3 (pricing schedule), where lowest cost Tenderer shall receive 40% and all other scores shall be allocated according to their difference from the lowest price, using the formula:</p> $20\% \times \frac{(\text{lowest price of all Tenderers})}{\text{Tendered price}}$

2. Scoring

Points	Interpretation
10	<p>Excellent – Overall the response demonstrates that the Tenderer meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the Tenderer can meet the requirement.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> • Very good understanding of the requirement • Considerable competence demonstrated through relevant experience • Considerable insight into the relevant issues <p>The response is also likely to propose additional value in several respects above that expected</p>
7	<p>Good - Overall the response demonstrates that the Tenderer meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the Tenderers failure to provide all information at the level of detail requested.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some insight demonstrated into the relevant issues
5	<p>Adequate - Overall the response demonstrates that the Tenderer meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the Tenderer can meet the requirement due to the Tenderer's failure to provide all of the evidence requested.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> • Basic understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some areas of concern that require attention
3	<p>Poor – The response does not demonstrate that the Tenderer meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the Tenderer can meet the requirement due to the failure by the Tenderer to show that it meets one or more areas of the requirement.</p> <p>There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue needing considerable attention • There is insufficient evidence to demonstrate competence or understanding • The response is light and unconvincing
0	<p>Unacceptable - The response is non-compliant with the requirements of the ITT and/or no response has been provided.</p> <p>The response is significantly below what would be expected because of one or all of the following:</p> <ul style="list-style-type: none"> • The response indicates a significant lack of understanding • The response fails to meet the requirement

3. Social Value Evaluation Criteria

Score	Interpretation
PASS	Good: (meets the Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: <ul style="list-style-type: none"> • Good understanding of the requirements as set out in the required Sub-Criteria. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses most of the social value policy outcome and also shows general market experience.
FAIL	Fail: the response completely fails to meet the required standard or does not provide a proposal.

Please make full use of the guidance and policy documents related to Social Value in public procurement.

This guidance can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf

PART A: DIRECT AWARD CRITERIA

- The following criteria and weightings shall be applied to the Framework Suppliers' compliant tenders submitted through direct award (for Lot 1 requirements for each Stage)

Criteria		Area Weighting
QUALITY		Overall Weighting: 80%
	Lot 1 (Processed Planks)	
	A) Meeting Specification <ul style="list-style-type: none"> Please provide your comments and any recommendations you have regarding how you can assist the NMRN in achieving the required specification/grading. What processes do you have to ensure you can meet the Specification Requirements proposed by the NMRN for the timber as stipulated within the Call-Off. Please provide detail whether your current supply chain are able to provide oak planks that meet the size requirements set out in the specification. 	30%
	B) Delivery Timescales <ul style="list-style-type: none"> Please provide a timescale of your anticipated delivery schedule based on the requirements set out in the planking schedule provided in [insert document name here]. 	15%
	C) Quality Management/Control <ul style="list-style-type: none"> How do you propose to ensure the moisture content of the processed planks and logs to meet the NMRN's specification of the moisture of 16% +/- 2%. How will you manage and deal with rejection and returns? 	20%
	D) Managing Communication <ul style="list-style-type: none"> Considering the current pressures to the supply of timber in Europe, please explain what processes you have in place to secure timber for your customers? How will you communicate to the NMRN price surges/changes within the timber market? 	10%
	E) Social Value Model- Theme 2 <ul style="list-style-type: none"> Sub-Criteria for MAC 3.4: Collaboration throughout the Supply Chain <u>See Social Value Evaluation on Pages 8-9 for Full Criteria Detail.</u> 	5%
	PRICE	Overall Weighting: 20%

PART B: FURTHER COMPETITION AWARD CRITERIA

- The following criteria and weightings shall be applied to the Goods and/or Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure (for Lot 2 requirements for each Stage)

Criteria		Area Weighting
QUALITY		Overall Weighting: 80%
	Lot 2 (Special Group 1)	
	A) Meeting Specification <ul style="list-style-type: none"> Please provide your comments and any recommendations you have regarding how you can assist the NMRN in achieving the required specification/grading. What processes do you have to ensure you can meet the Specification Requirements proposed by the NMRN for the timber as stipulated within the Framework Proposal. Please provide detail whether your current supply chain are able to provide oak planks that meet the size requirements set out in the specification. 	30%
	B) Delivery Timescales <ul style="list-style-type: none"> Please detail, in full, your anticipated supply chain from the forest, through sawmills, to the NMRN. Please provide a diagram of your supply chain. How many suppliers do you procure from, where are they geographically and at what volumes (of comparable grade oak) do you procure from these? 	20%
	C) Quality Management/Control <ul style="list-style-type: none"> How do you propose to ensure the moisture content of the processed planks and logs to meet the NMRN's specification of the moisture of 16% +/- 2%. How will you manage and deal with rejection and returns? 	20%
	D) Partnerships and Collaborations <ul style="list-style-type: none"> Considering the current pressures to the supply of timber in Europe, please explain what processes you have in place to secure timber for your customers? How will you communicate to the NMRN price surges/changes within the timber market? There will be a requirement for trees/boules to meet the NMRN's specification relating to Lot 2, which will not actually be used for up to 2-3 years. How will you work in partnership with both the NMRN and your providers/sawmills/outlets, to ensure these are secured and retained for use on the project? How will you update the NMRN of the progress of the drying of timbers in Lots 2? 	10%
	PRICE	Overall Weighting: 20%

4. The following criteria and weightings shall be applied to the Goods and/or Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure (for Lot 3 requirements for each Stage)

Criteria		Area Weighting
QUALITY		Overall Weighting: 80%
	Lot 3 (Special Group 2)	
	A) Meeting Specification <ul style="list-style-type: none"> Please provide your comments and any recommendations you have regarding how you can assist the NMRN in achieving the required specification/grading. What processes do you have to ensure you can meet the Specification Requirements proposed by the NMRN for the timber as stipulated within the Framework Proposal. Please provide detail whether your current supply chain are able to provide oak shapes that meet the size requirements set out in the specification. 	30%
	B) Delivery Timescales <ul style="list-style-type: none"> Please detail, in full, your anticipated supply chain from the forest, through sawmills, to the NMRN. Please provide a diagram of your supply chain. How many suppliers do you procure from, where are they geographically and at what volumes (of comparable grade oak) do you procure from these? 	20%
	C) Quality Management/Control <ul style="list-style-type: none"> How do you propose to ensure the moisture content of the processed compass timbers to meet the NMRN's specification of the moisture of 20% +/- 2%. How will you manage and deal with rejection and returns? 	20%
	D) Partnerships and Collaborations <ul style="list-style-type: none"> Considering the current pressures to the supply of timber in Europe, please explain what processes you have in place to secure timber for your customers? How will you communicate to the NMRN price surges/changes within the timber market? There will be a requirement for compass timbers to meet the NMRN's specification relating to Lot 3, which will not actually be used for up to 2-5 years. How will you work in partnership with both the NMRN and your providers/sawmills/outlets, to ensure these are secured and retained for use on the project? How will you update the NMRN of the progress of the drying of timbers in Lots 3? 	10%
	PRICE	Overall Weighting: 20%

FRAMEWORK SCHEDULE 7 – KEY SUB-CONTRACTORS

1. In accordance with Clause 7.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Agreements entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

SAMPLE ONLY

FRAMEWORK SCHEDULE 8 – FRAMEWORK MANAGEMENT

1. INTRODUCTION

- 1.1 The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):

“Supplier Framework Manager” has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8; and

“Supplier Review Meetings” has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8.

- 1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Customer in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.
- 1.3 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Customer.
- 1.4 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

5. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the “**Supplier Framework Manager**”) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

2.2 Supplier Review Meetings

2.2.1 Regular performance review meetings will take place at the Customer’s premises throughout the Framework Period and thereafter until the Framework Expiry Date (“Supplier Review Meetings”).

2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Customer following the conclusion of the Framework

Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings of these meetings.

2.2.3 The purpose of the Supplier Review Meetings will be to review the Supplier's performance under this Framework Agreement and, where applicable, the Supplier's adherence to the Key Performance Indicators. The agenda for each Supplier Review Meeting shall be set by the Customer and communicated to the Supplier in advance of that meeting.

2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Customer Representative(s) and the Supplier Framework Manager.

3. KEY PERFORMANCE INDICATORS

3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.

3.3 The Customer shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.

3.4 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.

3.5 The Customer reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Customer and the Supplier.

3.6 The Customer reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES (LOT 1 ONLY)

4.1 The Supplier shall cooperate in good faith with the Customer to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to tracking reductions in product volumes and product costs, in order to demonstrate the Customer are consuming less and buying more smartly.

4.2 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.

5. ESCALATION PROCEDURE

- 5.1 In the event that the Customer and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Customer Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 5.2 In cases where the Customer Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 13.12 (Dispute Resolution).

SAMPLE ONLY

FRAMEWORK SCHEDULE 9 – MANAGEMENT INFORMATION (LOT 1 ONLY)

1. GENERAL REQUIREMENTS

- 1.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Customer in accordance with the provisions of this Framework Schedule 9.
- 1.2 The Supplier shall also supply such Management Information as may be required by the Customer in accordance with the terms of a Call Off Agreement.

2. MANAGEMENT INFORMATION AND FORMAT

- 2.1 The Supplier agrees to provide timely, full, accurate and complete MI Reports to the Customer which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in the Annex to this Framework Schedule 9.
- 2.2 The Customer may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. The Customer shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3 If the MI Reporting Template is amended by the Customer at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by the Customer.
- 2.4 The Customer may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.
- 2.5 The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Customer.
- 2.6 The Customer shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to the Customer.

3. FREQUENCY AND COVERAGE

- 3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Customer on or prior to the Reporting Date every Month during the

Framework Period and thereafter, until all transactions relating to any Call Off Agreements have permanently ceased.

- 3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.
- 3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "Nil Return").
- 3.4 The Supplier must inform the Customer of any errors or corrections to the Management Information:
 - 3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or
 - 3.4.2 as a result of the Customer querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

- 4.1 The completed MI Report shall be completed electronically and returned to the Customer by email.

5. DEFECTIVE MANAGEMENT INFORMATION

- 5.1 The Supplier acknowledges that it is essential that the Customer receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by the Customer to inform strategic decision making and allows it to calculate the ranking of the Suppliers in Lot 1.
- 5.2 Following an MI Failure the Customer may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to the Customer. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 5.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Customer (without prejudice to any other rights the Customer may have).
- 5.4 If the Customer requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.

6. FAILURE TO PERFORM

- 6.1 The purpose of the MI is to ascertain whether those Suppliers who have Direct Award Call-Off Contracts under Lot 1 are performing as required. If:
- 6.1.1 The Supplier is not meeting the required Key Performance Indicators as described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators – Part B);
 - 6.1.2 Two (2) MI Failures occur in any rolling six (6) Month period;
 - 6.1.3 Two (2) consecutive MI Failures occur;
- then a "**MI Default**" shall be deemed to have occurred.
- 6.2 If an MI Default occurs the Customer shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the ranking of the Supplier in Lot 1 and where they stand with regards to the next Direct Award Call-Off Contract.
- 6.3 The Customer may re-rank the Supplier down the list for a defined period of time, allowing other Suppliers to be offered any Direct Award Call-Off Contracts instead. The Supplier will be re-assessed every month until such time as the KPIs are met, in which case they may then be re-ranked again.

ANNEX 1: MI REPORTING TEMPLATE

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date dd/mm/yyyy] between [insert name of Supplier] and the Customer, and for the period [insert period of report from/to dates], we confirm the following:

Key Performance Indicators

Key Performance Indicator (KPI)	KPI Target	Measured by	Achieved
Framework Management			
MI Returns: All MI Returns to be returned to the Customer by the 5 th Working Day of each month	100%	Confirmation of receipt and time of receipt by the Customer	
Supplier self-audit certificate to be issued to the Customer in accordance with the Framework Agreement	100%	Confirmation of receipt and time of receipt by the Customer	
Operational Efficiency and Price Savings			
The Supplier to aim to deliver any further cost savings over the Framework Period via continuous improvement and innovation	Savings up to 20% cost saving on Lot 1 requirements	Confirmation by the Customer of any cost savings suggested by the Supplier, which are then implemented	
Quality Management			
Goods and/or Services to be provided to the correct moisture content (16% +/- 2%) to the satisfaction of the Customer	95%	Acceptance by the Customer supported by the Supplier providing moisture quality reports in the MI	
Goods and/or Services provided to the required specification (form, fit and function) as detailed in each Call Off requirement	95%	Confirmation by the Customer of the required quality of Goods and/or Services being delivered	
Delivery Timescales			
The Supplier to respond to requests for Call Off requirements within the stipulated time	100%	Confirmation by the Customer of response times to Call Offs	
Goods and/or Services provided to the required delivery timescales as detailed in each Call Off requirement	95%	Confirmation by the Customer of the time in which the Goods and/or Services were delivered	

Partnership and Collaboration			
The Supplier provides prompt notification of material issues and risks and identifies conflicts between the delivery programme and the HMS Victory Conservation plan and adapts the former accordingly	95%	Confirmation by the Customer of the right behaviours and communications from the Supplier	
The Supplier offers innovative ideas in order to mitigate the supply chain issues related to timber supply	95%	Confirmation by the Customer of any cost savings suggested by the Supplier	

Call Off Contracts

This part of the Management Information is required to track Call Off Contracts received, delivered and invoiced for.

Call Off Contract Reference	Date Goods and/or Services Required	Date Goods and/or Services Delivered	Date Goods and/or Services Invoiced	Date Goods and/or Services Paid

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

FRAMEWORK SCHEDULE 10 – SELF AUDIT CERTIFICATE

Dear Sirs

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date dd/mm/yyyy] between [insert name of Supplier] and the Customer, we confirm the following:

1. In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.
2. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
3. We have tested a sample of [] [insert number of sample transactions tested] Orders and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Agreement.
4. We have tested from the order processing and invoicing systems a sample of [] [Insert number of sample transactions tested] public sector orders placed outside the Framework Agreement during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as orders placed outside the Framework Agreement, an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised and mandated procurement processes executed by the Customer.
5. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

Professional Qualification held by Signatory:.....

Note to Suppliers: where Customer identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and will seek further guidance from the relevant professional bodies.

FRAMEWORK SCHEDULE 11 – CONTINUOUS IMPROVEMENT AND BENCHMARKING (LOT 1 ONLY)

1. DEFINITIONS

1.1 In this Framework Schedule 11, the following expressions shall have the following meanings:

“Benchmark Rates”	means the Framework Prices for the Benchmarked Goods and/or Services
“Benchmark Review”	means a review of the Goods and/or Services carried out in accordance with this Framework Schedule 12 to determine whether those Goods and/or Services represent Good Value
Benchmarked Goods and/or Services”	means any Goods and/or Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 11
“Comparable Rates”	means rates payable by the Comparison Group for Comparable Goods and/or Services that can be fairly compared with the Framework Prices
“Comparable Supply”	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services
“Comparable Goods and/or Services”	means Goods and/or Services that are identical or materially similar to the Benchmarked Goods and/or Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Goods and/or Services exist in the market, the Supplier shall propose an approach for developing a comparable Goods and/or Services benchmark
“Comparison Group”	means a sample group of organisations providing Comparable Goods and/or Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
“Equivalent Data”	means data derived from an analysis of the Comparable Rates and/or the Comparable Goods and/or Services (as applicable) provided by the Comparison Group
“Good Value”	means that the Benchmarked Rates are within the Upper Quartile

“Upper Quartile”

means, in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Goods and/or Services, are within the top 25% in terms of best value for money for the recipients of Comparable Goods and/or Services

2. BACKGROUND

- 2.1 The Supplier acknowledges that the Customer wishes to ensure that the Goods and/or Services under Lot 1 especially, represent value for money to the taxpayer throughout the Framework Period.
- 2.2 This Framework Schedule 11 (Continuous Improvement and Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Agreement s remain in force:

- 2.2.1 Benchmarking;
- 2.2.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

- 3.1.1 The Supplier shall carry out Benchmark Reviews of the Goods and/or Services when so requested by the Customer.
- 3.1.2 The Customer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Goods and/or Services are, individually and/or as a whole, Good Value.
- 3.1.4 The Goods and/or Services that are to be the Benchmarked Goods and/or Services will be identified by the Customer in writing.

3.2 Benchmarking Process

- 3.2.1 The Supplier shall produce and send to the Customer for Approval, a draft plan for the Benchmark Review.
- 3.2.2 The plan must include:
- (a) a proposed timetable for the Benchmark Review;

- (b) a description of the benchmarking methodology to be used;
 - (c) a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (d) a description of how the Supplier will scope and identify the Comparison Group.
- 3.2.3 The Customer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The Customer may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.
- 3.2.4 Where the Customer suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the Supplier shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the Supplier's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data to calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 **Benchmarking Report:**

- 3.3.1 For the purposes of this Framework Schedule 11, **"Benchmarking Report"** shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 11;
- 3.3.2 The Supplier shall prepare a Benchmarking Report and deliver it to the Customer, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:
 - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Goods and/or Services as a whole are, Good Value;
 - (b) if any of the Benchmarked Goods and/or Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Goods and/or Services as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Customer can interpret and understand how the Supplier has calculated whether or not the Benchmarked Goods and/or Services are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of the Customer in accordance with Clause 19.1 (Variation Procedure).
- 3.3.4 The Customer shall be entitled to publish the results of any benchmarking of the Framework Prices to Relevant Parties.

4. **CONTINUOUS IMPROVEMENT**

- 4.1 It is expected that the Supplier will adopt a policy of continuous improvement in relation to the Goods and/or Services pursuant to which it will regularly review with the Customer the Goods and/or Services and the manner in which it is providing the Goods and/or Services with a view to reducing the Customer's costs, the costs of the Customer (including the Framework Prices) and/or improving the quality and efficiency of the Goods and/or Services. The Supplier and the Customer will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

- 4.2 The aim of any ongoing Continuous Improvement shall include, as a minimum, proposals in respect of the following:
- 4.2.1 identifying the emergence of new and evolving technologies which could improve the Goods and/or Services;
 - 4.2.2 identifying changes in behaviour at the Customer that result in a cost saving and a reduction in the Framework Prices;
 - 4.2.3 improving the way in which the Goods and/or Services are sold via the Framework Agreement that may result in reduced Framework Prices;
 - 4.2.4 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
 - 4.2.5 identifying and implementing efficiencies in the way the Customer interacts with the Supplier that may lead to cost savings and reductions in the Framework Prices;
 - 4.2.6 identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;
 - 4.2.7 baselining the quality of the Supplier's Goods and/or Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
 - 4.2.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Goods and/or Services, and identifying opportunities to assist the Customer in meeting their sustainability objectives.
- 4.3 The Customer shall notify the Supplier of its Approval or rejection of any proposed Continuous Improvement suggestion within twenty (20) Working Days of receipt.
- 4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
- 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Customer and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.
- 4.6 Should the Supplier's costs in providing the Goods and/or Services be reduced as a result of any changes implemented by the Customer, all of the cost savings shall be passed on to the Customer by way of a consequential and immediate reduction in the Framework Prices for the Goods and/or Services.

FRAMEWORK SCHEDULE 12 – INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Customer under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 12 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods and/or Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Framework Agreement, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Goods and/or Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Customer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Customer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF POLICIES

- 4.1 The Supplier shall upon the Framework Commencement Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Customer, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 12. Receipt of such evidence by the Customer shall not in itself constitute acceptance by the Customer or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. AGGREGATE LIMIT OF INDEMNITY

- 5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Customer:

- (a) details of the policy concerned; and
- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Customer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

- 6.1 The Supplier shall notify the Customer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7. INSURANCE CLAIMS

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Goods and/or Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Customer receives a claim relating to or arising out of the Goods and/or Services or this Framework Agreement, the Supplier shall co-operate with the Customer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Customer is the claimant party, the Supplier shall give the Customer notice within twenty (20) Working Days after any insurance claim in excess of [insert sum as determined by CCS relative to its contract management requirement] relating to or arising out of the provision of the Goods and/or Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Customer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Customer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES – THIRD PARTY PUBLIC & PRODUCT LIABILITY

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 14) and arising out of or in connection with the provision of the Goods and/or Services and in connection with this Framework Agreement.

3. LIMIT OF INDEMNITY

3.1 Not less than:

3.1.1 Public Liability insurance with a limit of at least [[] million (£[]) per claim;

3.1.2 Professional Liability Insurance with a limit of at least [[] million (£[]) for claims arising from a single event or series of related events in a single calendar year;

3.1.3 Employers Liability Insurance with a limit of at least [[] million (£[]) per claim; and

4. PERIOD OF INSURANCE

4.1 From the Framework Commencement Date for the Framework Period and renewable on an annual basis unless agreed otherwise by the Customer in writing.

5. PRINCIPAL EXCLUSIONS

5.1 War and related perils.

5.2 Nuclear and radioactive risks.

5.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

- 5.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 5.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 5.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 5.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 5.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

SAMPLE ONLY

FRAMEWORK SCHEDULE 13 – COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1 In this Framework Schedule 13 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 13 applies.
- 1.3 Without prejudice to the Customer's obligation to disclose Information in accordance with FOIA or Clause 9.3 (Transparency), the Customer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality

FRAMEWORK SCHEDULE 14 – VARIATION FORM

BETWEEN: the National Museum of the Royal Navy ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. This Framework Agreement is varied as follows:
2. This Variation must be agreed and signed by both Parties and shall only be effective from the date it is signed by the Customer.
3. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
4. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature:

Name:

Position:

Date

Signed for and on behalf of the Supplier

Signature:

Name:

Position:

Date

FRAMEWORK SCHEDULE 15 – TENDER

1. GENERAL

- 1.1 This Framework Schedule 15 sets out a copy of the Supplier's Tender including the Supplier's responses to the whole award questionnaire in accordance with Annex D of the ITT.
- 1.2 Subject to Clauses 1.2.2 and 1.2.3 in addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Agreement the Supplier shall provide the Goods and/or Services to the Customer in accordance with the Tender.