

Deed of Agreement

Concerning the

2024 Mapping and Modelling Framework

between

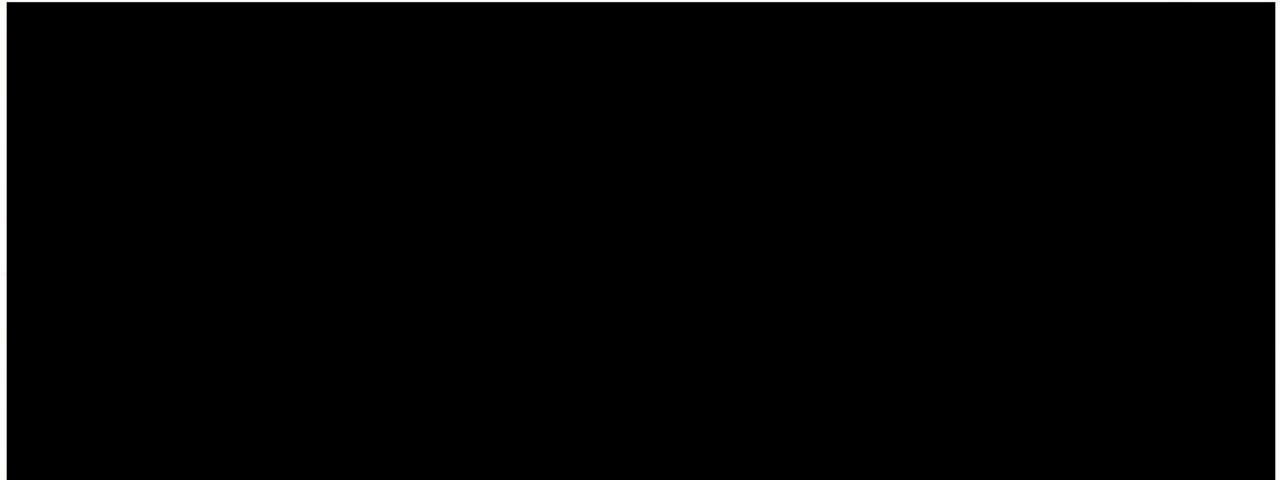
ENVIRONMENT AGENCY

and

WSP BINNIES, a partnership comprising (1) WSP UK LIMITED and (2) BINNIES UK LIMITED

THIS DEED is made and delivered on the 30 of April 2024.

BETWEEN



(together referred to as the "Parties" and individually as a "Party").

BACKGROUND

- A) The *Client* and *Delivery Partner* wish to enter into a collaborative relationship whereby the *Client* may, as required, engage the *Delivery Partner* to provide Work Orders and Time Charge Orders or other associated matters from time to time within the Scope of the Services for which the *Delivery Partner* has been awarded this 2024 Mapping and Modelling Framework Agreement.
- B) The *Client* has established a number of framework agreements, including this 2024 Mapping and Modelling Framework Agreement, for the benefit of itself and other public sector bodies who are referred to in the Procurement Specific Requirements of [procurement notice ref C16552](#). The *Client* can choose to use any routes to market available to it for services covered by this 2024 Framework Agreement, as set out in Schedule 2.
- C) The *Delivery Partner* has been appointed to provide Work Orders and Time Charge Orders for National call-off contracts.

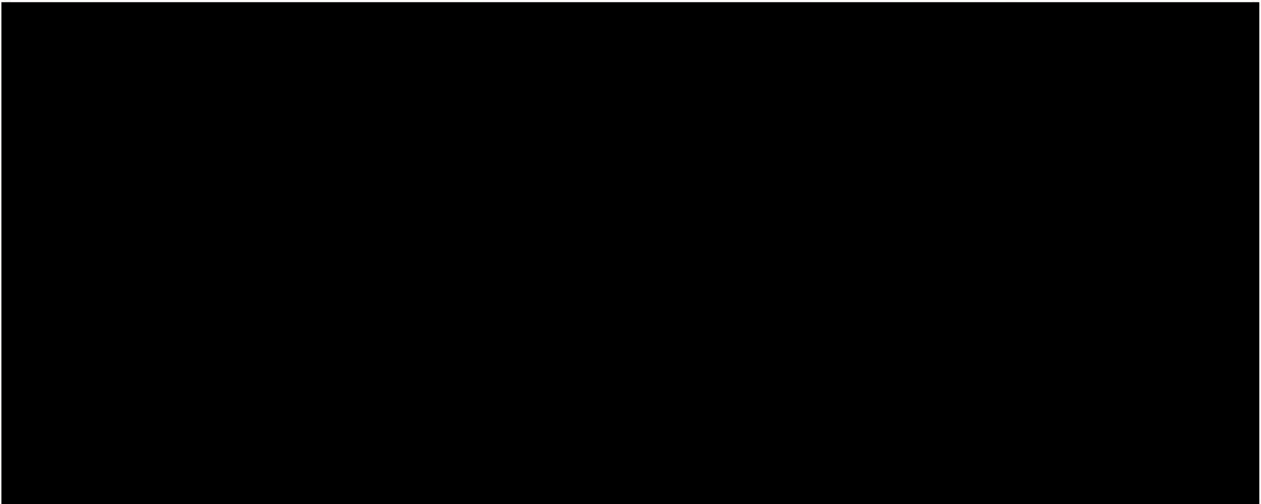
IT IS AGREED that

The *Client* and *Delivery Partner* enter into this 2024 Mapping and Modelling Framework Agreement on the terms set out in the NEC4 Framework Contract (January 2023) together with the Additions and Amendments to Conditions of this Framework Agreement and the Additional Conditions of this 2024 Mapping and Modelling Framework Agreement - Option Z.

Part One - Data Provided by the Client

The Data which will apply to all work under the Framework Agreement is:

The conditions of this Agreement are the Clauses of the NEC4 Framework Contract (January 2023) as amended herein together with the additional clauses set out herein.



The Framework Information is in the 2024 Mapping and Modelling Framework Information, this Framework Agreement including the Schedules and Annexes referred to herein.

The *Scope of Services* is defined in Schedule 1: Scope of Services.

The *work allocation and competitive tender processes* are found in Schedule 2: Programme management and workflow.

The *contract pricing requirements (Call-Off)* are found in Schedule 2: Programme management and workflow.

The *commencement date* is the date of signing the Framework Agreement by the last signing party and the date inserted at the head of this Framework Agreement.

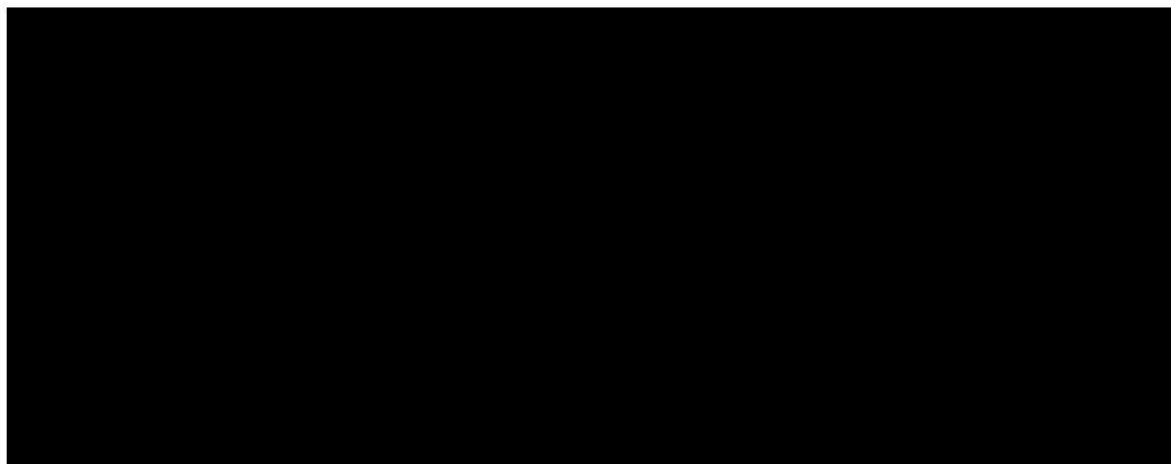
The *end date* is three (3) years after the *commencement date* with an option to extend by one (1) (if the *Client* chooses to offer an extension to the Framework Agreement (in its absolute discretion)). The Framework Agreement shall not be extended further than four (4) years after the *commencement date*.

The Data which will apply to all Time Charge Orders is in accordance with Schedule 2.

The Data which will apply to all Work Orders is in accordance with Schedule 2.

Part Two - Data Provided by the Delivery Partner

The Data which will apply to all work under the Framework Agreement is;



The *quotation information* is in the Delivery Partner's Price Workbook and the other Tender Return Documents (for each Lot) as set out in full in Schedule 19: Delivery Partner tender documentation.

The Data which will apply to all Time Charge Orders is in accordance with Schedule 2.

The Data which will apply to all Work Orders is in accordance with Schedule 2.

OPTION Z: ADDITIONS AND AMENDMENTS TO CONDITIONS OF THIS FRAMEWORK AGREEMENT

The following additional and amended conditions shall apply to the Agreement.

AMENDMENTS AND ADDITIONS TO EXISTING CLAUSES

Actions	10.1	Delete clause 10.1 and replace with: "The <i>Client</i> and the <i>Delivery Partner</i> shall act as stated in this Framework Agreement ("Framework Agreement")."
	10.2	Delete clause 10.2 and replace with "The <i>Client</i> and the <i>Delivery Partner</i> act in a spirit of mutual trust, co- operation and in accordance with the provisions set out in this Framework Agreement."
Identified and defined terms	11.1	In the first sentence of sub-clause 11.1 delete the words "these conditions of contract" and replace with: "this Framework Agreement".
	11.2(3)	In sub-clause 11.2(1) delete the word "framework contract" and replace with: "Framework Agreement".
<i>The Client's Representative</i>	14	In sub-clause 14.1 delete "Supplier" and replace with " <i>Delivery Partner</i> ".
<i>Corrupt Acts</i>	18	In sub-clause 18.1 delete "Supplier" and replace with " <i>Delivery Partner</i> ".
The Parties' obligations	20	In clause 20 delete all references to "Supplier" and replace with " <i>Delivery Partner</i> ".
	20.1	In sub-clause 20.1 delete "contract" and replace with "Framework Agreement".

Supplier selection	21.1	Delete sub-clause 21.1 and replace with: "When the <i>Client</i> requires work to be carried out within the scope, work will either be awarded directly to the <i>Delivery Partner</i> , where appropriate, or through competitive tender in accordance with Schedule 2".
Quotation	23	In clause 23 delete all references to "Supplier" and replace with " <i>Delivery Partner</i> ".
Completion	30.1	In clause 30.1 delete all references to "Supplier" and replace with " <i>Delivery Partner</i> ".
Termination	90	In clause 90 delete all references to "Supplier" and replace with " <i>Delivery Partner</i> ". In clause 90 delete all references to "contract" and replace with "Framework Agreement".
Termination	90.2	Delete the following words in sub-clause 90.2 "After a Party has notified termination" and replace with "After a Party has notified termination or when this Framework Agreement terminates in accordance with clause Z15".

ADDITIONAL CONDITIONS OF THIS FRAMEWORK AGREEMENT – OPTION Z

Z1	Additional Defined Terms
Z2	Award of Work Orders and Time Charge Orders
Z3	Best Value
Z4	Insurance
Z5	Pricing of Work Orders and Time Charge Orders
Z6	Liability
Z7	Parent Company Guarantee
Z8	Performance Management
Z9	Framework Management
Z10	Quality Assurance
Z11	Standards and Specifications
Z12	Health and Safety
Z13	Not Used
Z14	Conflicts of Interest
Z15	Termination Events and Suspension
Z16	Recovery upon Termination
Z17	Rights of Third Parties
Z18	Governing Law and Jurisdiction
Z19	Employment Provisions – TUPE
Z20	Publicity, Media, and Official Enquiries
Z21	Severability
Z22	Cumulative Remedies

Z23	Waiver
Z24	Collateral Warranty, Performance Bond, and Project Bank Account
Z25	Dispute Resolution Procedure
Z26	Entire Agreement
Z27	Financial Information and Audit
Z28	Delivery Partner Development
Z29	Assignment and Novation
Z30	Prevention of Bribery and Corruption
Z31	Equality and non-discrimination
Z32	Survival
Z33	Knowledge Retention
Z34	Precedence
Z35	Variation
Z36	Environmental Consideration
Z37	Not used
Z38	Carbon and Cost Data
Z39	No Guarantee of Work
Z40	Income Tax and National Insurance Contributions
Z41	Payment
Z42	Mandatory Security and vetting procedures for Staff with access to the <i>Client's</i> IT systems
Z43	Confidentiality
Z44	Data Protection
Z45	Freedom of Information
Z46	Logos and Trademark
Z47	Intellectual Property Rights
Z48	Use of the Framework Agreement by Others
Z49	Compliance with Laws

SCHEDULES

1	Scope of Services
2	Programme management and workflow
3	Use of the Framework Agreement by Others
4	Safety, health, environment, and wellbeing
5	Sustainability
6	Framework management
7	Supply chain management
8	Performance management
9	Contract management
10	Incentivisation arrangements
11	Information management

12	Technical requirements
13	Innovation
14	Data protection
15	Communication and engagement
16	Incident management
17	Software
18	Glossary and abbreviations
19	Delivery Partner tender documentation
20	<i>Not applicable</i>

Additional defined terms: Z1**Z1.1 Change in Control means:**

- (i) the purchase of a controlling interest in an organisation (or parent of that organisation) that is a *Delivery Partner* under a 2024 Modelling and Mapping Framework Agreement with the Environment Agency let under the same notice in the procurement notice ref C16552; and/or
- (ii) where the *Delivery Partner* undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988.

Z1.2 Commercially Sensitive Information means the Confidential Information listed in a Work Order and/or Time Charge Order comprising information which is provided by the *Delivery Partner* and designated as commercially sensitive information by the *Delivery Partner* for the period set out in that Work Order or Time Charge Order.

Z1.3 Confidential Information means information (however it is conveyed or on whatever media it is stored) which has been reasonably designated as confidential by either Party in writing, or which the Party in possession of the information ought reasonably to know is confidential including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, Commercially Sensitive Information and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; but does not include any information:

- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause Z43.3 (Confidential Information));
- (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) which has been independently developed other than on the basis of Confidential Information.

Z1.4 Government Body means the government of the United Kingdom (excluding the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Z1.5 Data Protection Legislation means:

- (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time;
- (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy;

- (iii) all applicable Law about the processing of personal data and privacy.
- Z1.6 **Environmental Information Regulations** mean the Environmental Information Regulations 2004 as amended from time to time, any subordinate legislation, codes of practice (statutory and non-statutory) and guidance issued by Government Bodies in relation to such legislation.
- Z1.7 **Equality Act** means the Equality Act 2010 as amended from time to time, any subordinate legislation, codes of practice (statutory and non-statutory) and guidance issued by Government Bodies in relation to such legislation.
- Z1.8 **FOIA** means the Freedom of Information Act 2000 as amended from time to time, any subordinate legislation, codes of practice (statutory and non-statutory) and guidance issued by Government Bodies in relation to such legislation.
- Z1.9 **Goods** means any goods, articles or materials supplied or to be supplied as specified in the Works Information as defined in a Work Order or a Time Charge Order.
- Z1.10 **Information** means Information as defined in the Freedom of Information Act 2000.
- Z1.11 **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, guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the *Delivery Partner* is bound to comply.
- Z1.12 **Lot(s)** means the lots referred to in the [procurement notice ref C16552](#) which the *Delivery Partner* has been appointed to provide works and services under and which are described more fully in Schedule 1: Scope of Services.
- Z1.13 **Others** means the – contracting authorities who are referred to in the Procurement Specific Requirements of [procurement notice ref C16552](#) and which have entered into an “User Agreement” with the *Client*.
- Z1.14 **Party or Parties** means the *Client* and the *Delivery Partner* or, where the *Delivery Partner* has entered into a contract for a Works Order or Time Charge Order with one or more *Others*, the *Other* in question.
- Z1.15 **Standard Questionnaire** means the *Delivery Partner's* written response to the *Client's* standard questionnaire issued on (10 August 2023).
- Z1.16 **Framework Pricing Workbook** means the pricing workbook(s) that the *Delivery Partner* provided to the *Client* as part of their Tender Return Documents. Tender Return Documents form Schedule 18 of the 2024 Mapping and Modelling Framework Agreement.
- Z1.17 **Request for Information** means a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations.
- Z1.18 **Staff** means all those persons employed by the *Delivery Partner* or by the *Delivery Partner's* agents, suppliers and sub-contractors who are engaged from time to time in the performance of the *Delivery Partner's* obligations under this 2024 Mapping and Modelling Framework Agreement or any Work Order and/or Time Charge Order.

- Z1.19 **Suppliers** means consultant (other than the *Delivery Partner*) who have entered into a 2024 Mapping and Modelling Framework Agreement to provide work and/or services under the procurement notice ref C16552.
- Z1.20 **Tender Return Documents** means the documents submitted by the Delivery Partner to the Client in response to the Client's invitation to tender for this 2024 Mapping and Modelling Framework Agreement attached at Schedule 19.

Award of Work Orders and Time Charge Orders: Z2

- Z2.1 This 2024 Mapping and Modelling Framework Agreement enables Work Orders and Time Charge Orders to be awarded by the Client or (as set out in clause 48) any of the Others.
- Z2.2 When a Work Order or Time Charge Order is awarded, the Delivery Partner shall enter into a Call-Off Contract with the party awarding the Work Order or Time Charge Order in the form set out in Schedule 9.
- Z2.3 Any services or works undertaken prior to the signing of an appropriate Call-Off Contract mentioned in Z2.2 are done so at the Delivery Partner's risk and the Client makes no guarantee of payment for these services or works, save for in the case of Emergency Works let pursuant to Schedule 16 that may be ordered orally. Where Emergency Works are ordered orally both Parties agree to use Reasonable Endeavours to evidence that order in writing as if the order was a Work Order or Time Charge Order (as appropriate) under this 2024 Mapping and Modelling Framework Agreement by no longer than ten (10) working days after the date of the oral order.

Best Value: Z3

- Z3.1 The Client and Delivery Partner will act with Others and with each other in a spirit of mutual trust and co-operation to provide best value. In determining best value an analysis of whole life cost shall be included.

Insurance: Z4

- (i) Employer's liability insurance shall be a minimum of £10M and include an indemnity to principal clause for the duration of the agreement;
 - (ii) Public liability insurance to a minimum limit of indemnity at £5M for a period expiring no earlier than six (6) years after the date of practical completion of the last Work Order or Time Charge Order undertaken pursuant to this Framework Agreement. The cover shall be on an each and every occurrence and include an indemnity to principal clause. Cover to include sudden or accidental pollution cover;
 - (iii) Professional Indemnity insurance to a minimum limit of indemnity or cover at £2M for a period expiring no earlier than six (6) years after the date of practical completion of the last Work Order or Time Charge Order undertaken pursuant to this Framework Agreement. The cover to be an each and every occurrence basis.
- Z4.2 Product insurance: not applicable.
- Z4.3 **Each year, on the anniversary of the Frameworks commencement**, the Delivery Partner shall provide proof that the insurances mentioned in Z4(i) to (iii) above are in place and that premiums are kept up to date throughout the life of the 2024

Mapping and Modelling Framework Agreement and for a period expiring no earlier than twelve (12) years after the date of practical completion of the last Work Order or Time Charge Order undertaken pursuant to this Framework Agreement.

- Z4.4 The *Delivery Partner* shall maintain the above mentioned insurances covering (without limitation) all liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market and with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than the amounts set out above for each and every claim resulting from or in relation to the work carried out under this 2024 Mapping and Modelling Framework Agreement, provided always that such insurance is available at commercially reasonable rates in the insurance market at large.
- Z4.5 Any increased or additional premium required by insurers by reason of the *Delivery Partner's* own claims record or other acts, omissions, matters or things particular to the *Delivery Partner* shall be deemed to be within commercially reasonable rates.
- Z4.6 The *Delivery Partner* shall immediately inform the *Client* if such insurance ceases to be available at commercially reasonable rates in the insurance market at large in order that the *Delivery Partner* and the *Client* can discuss means of best protecting the respective positions of the *Client* and the *Delivery Partner* in respect of the 2024 Mapping and Modelling Framework Agreement in the absence of such insurance.
- Z4.7 The *Delivery Partner* shall fully co-operate with any measures reasonably required by the *Client* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the *Client* undertakes in writing to reimburse the *Delivery Partner* in respect of the net cost of such insurance to the *Delivery Partner* above commercially reasonable rates or, if the *Client* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Client* in respect of what the net cost of such insurance to the *Client* would have been at commercially reasonable rates.

Pricing of Work Orders and Time Charge Orders: Z5

- Z5.1 The prices offered by the *Delivery Partner* for Work Orders and Time Charge Orders to the *Client* for works and services within the scope shall be in accordance with Schedule 9: Contract Management.

Liability: Z6

- Z6.1 The liability of the *Delivery Partner* and the *Client* under this 2024 Mapping and Modelling Framework Agreement shall be limited to £5M except in respect of the indemnities provided under clauses Z19 (Employment Provisions – TUPE), Z30 (Prevention of Bribery and Corruption), Z31 (Equality and non-discrimination), Z47 (Intellectual Property Rights), or where liability cannot be limited by law. For the avoidance of doubt, the limitation of liability contained in this clause shall not affect any liabilities under any Work Order or Time Charge Order let under this 2024 Mapping and Modelling Framework Agreement.
- Z6.2 If the Work Order or Time Charge Order is awarded by *Others*, *Others* shall be solely responsible for all of its obligations and actions under the Work Order or Time Charge Order including payment and no liability shall attach to the *Client* or

any other party save as expressly provided for in the terms of the Work Order or Time Charge Order in question.

Parent Company Guarantee: Z7

- Z7.1 No later than 21 days starting with the *commencement date* the *Delivery Partner* shall provide an executed Parent Company Guarantee from its ultimate parent company (or other parent company approved by the *Client* in its absolute discretion) in favour of the *Client* (in the form at Schedule 9). Where the ultimate parent company of the *Delivery Partner* is not registered in England and Wales the *Delivery Partner* shall provide a legal opinion from its legal advisers for the benefit of the *Client* confirming that the ultimate parent company guarantee is enforceable and valid in the jurisdiction in which the ultimate parent company is located.

Performance Management: Z8

- Z8.1 The *Client* shall monitor the *Delivery Partner's* performance under this Framework Agreement in accordance with the provisions detailed in Schedule 8: Performance management. The *Delivery Partner* shall comply with the provisions of Schedule 8 at no cost to the *Client*.

Framework Management: Z9

- Z9.1 Each Party shall administer the 2024 Mapping and Modelling Framework Agreement in accordance with the provisions of Schedule 6: Framework management at their own cost. Schedule 6 shall only be enforceable by the Parties and for avoidance of doubt Schedule 6 shall not be enforceable by *Others* under this 2024 Mapping and Modelling Framework Agreement.

Quality Assurance: Z10

- Z10.1 The *Delivery Partner* shall operate a quality assurance system that complies with Schedule 12: Technical Requirements.

Standards and Specifications: Z11

- Z11.1 Any design to be undertaken by the *Delivery Partner* pursuant to a Work Order and/or a Time Charge Order shall take account of and be in accordance with the standard designs set out in Schedule 12: Technical Requirements.
- Z11.2 When providing any work or services under this 2024 Mapping and Modelling Framework Agreement the *Delivery Partner* shall take into account and comply with the matters referred to in Schedule 5: Sustainability.

Health and Safety: Z12

- Z12.1 The *Delivery Partner*, and their supply chain, shall ensure all Projects delivered through this 2024 Mapping and Modelling Framework Agreement meet the requirements set out in Schedule 4: Safety, Health, Environment and Wellbeing.
- Z12.2 The *Client* may carry out its own investigation into any health and safety incidents and where it chooses to do so the *Delivery Partner* shall promptly offer all reasonable assistance to the *Client's* investigating officer at the *Delivery Partner's* own cost.

Set Off: Z13: Not used**Conflicts of Interest: Z14**

- Z14.1 The *Delivery Partner* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Delivery Partner* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests.
- Z14.2 Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client* may terminate this 2024 Mapping and Modelling Framework Agreement and any Work Order and or Time Charge Order.

Termination Events and Suspension: Z15

Z15.1 The *Client* may at any time by notice in writing terminate this 2024 Mapping and Modelling Framework Agreement as from the date of service of such notice, or a later date specified in such notice, if any of the events specified below occur (the "**Termination Events**"); namely, if the *Delivery Partner*:

- (i) is convicted or has been convicted of a criminal offence relating to the conduct of its business or profession; or
- (ii) commits or is found to have committed an act of grave misconduct in the course of its business or profession which would have led to the *Delivery Partner's* exclusion from the Procurement; or
- (iii) fails or has failed to comply with any obligations relating to the payment of any taxes or social security contributions; or
- (iv) has made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
- (v) fails to obtain any necessary licences or to obtain or maintain membership of any relevant body; or
- (vi) demerges into two or more firms such that the new entity which it is proposed that the Work Order and/or Time Charge Order will be delivered would have failed to meet the requirements of the Standard Questionnaire; or
- (vii) fails to rectify performance through the Performance Improvement Plan within the set periods pursuant to the procedure described in Schedule 8: Performance Management; or
- (viii) has been given four (4) red cards over the term of the 2024 Mapping and Modelling Framework Agreement pursuant to the procedure described in Schedule 8: Performance Management; or
- (ix) is subject to a conflict of interest which has arisen in accordance with Z14 and in the *Client's* opinion the conflict of interest has not been removed to its satisfaction; or
- (x) *Delivery Partner* has miss-stated any material matter in their Pre-Qualification Questionnaire or Tender Return Document, attached at Schedule 19: Delivery Partner tender documentation; or
- (xi) has failed to provide a parent company guarantee in accordance with clause Z7; or
- (xii) has materially breached any condition of this 2024 Mapping and Modelling Framework Agreement.

Any such termination being deemed to have been caused by a substantial failure of the *Delivery Partner* to comply with their obligations.

Z15.2 The *Client* may terminate the 2024 Mapping and Modelling Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is a company and in respect of the *Delivery Partner*.

- (i) 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
- (ii) 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
- (iii) a petition is filed for its winding up (which is not dismissed within fourteen (14) 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
- (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (v) 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
- (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (vii) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (viii) any event similar to those listed in Z15.2(a)-(g) occurs under the law of any other jurisdiction.

Z15.3 The *Client* may terminate the 2024 Mapping and Modelling Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is an individual and:

- (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the *Delivery Partner*'s creditors; or
- (ii) a petition is presented and not dismissed within fourteen (14) days or order made for the *Delivery Partner*'s bankruptcy; or
- (iii) a receiver, or similar officer is appointed over the whole or any part of the *Delivery Partner*'s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (iv) the *Delivery Partner* is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or

- (v) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the *Delivery Partner*'s assets and such attachment or process is not discharged within fourteen (14) days; or
- (vi) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (vii) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (viii) any event similar to those listed in Z15.3(a)-(g) occurs under the law of any other jurisdiction.

Z15.4 The *Delivery Partner* shall notify the *Client* as soon as reasonably practical in writing of any agreement, proposal or negotiations which will or may result in a *Delivery Partner* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate the 2024 Mapping and Modelling Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* within six (6) Months of:

- (i) being notified that a Change of Control has occurred; or
- (ii) where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client*'s prior written acceptance was granted prior to the Change in Control.

Z15.5 The *Client* may terminate the 2024 Mapping and Modelling Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994, or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the

benefit of, his creditors; or

- (ii) a petition is presented for his bankruptcy; or
- (iii) a receiver, or similar officer is appointed over the whole or any part of his assets; or
- (iv) any event similar to those listed in Z15.5(a)-(f) occurs under the law of any other jurisdiction.

Z15.6 The *Client* may terminate the 2024 Mapping and Modelling Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) an application 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 within Part II of the Insolvency Act 1986; or
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in Z15.6(a) to (j) occurs under the law of any other jurisdiction.

Z15.7 References to the Insolvency Act 1986 in clause Z15 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

Z15.8 The *Client* may terminate this 2024 Mapping and Modelling Framework Agreement by serving written notice on the *Delivery Partner* with effect from the date of service of such notice, or a later date specified in such notice, if any of the events specified below occur; namely, if:

- (a) the Mapping and Modelling Framework Agreement and/or any Call-Off Contract has been subject to a substantial modification which would have

required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations;

- (b) the *Delivery Partner* has, at the time of contract award, been in one of the situations referred to in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2) of the Regulations, and should therefore have been excluded from the procurement procedure.

Z15.9 Without prejudice to the *Client's* rights to terminate the 2024 Mapping and Modelling Framework Agreement pursuant to Clause Z15.1 to Z15.8 above, if a right to terminate this 2024 Mapping and Modelling Framework Agreement arises in accordance with Clause Z15.1 to Z15.8, the *Client* may suspend the *Delivery Partner's* future appointment to supply works, services and goods through Work Order and Time Charge Orders, to the *Client* and *Others* pursuant to this 2024 Mapping and Modelling Framework Agreement by giving notice in writing to the *Delivery Partner*. If the *Client* provides notice to the *Delivery Partner* in accordance with this Clause Z15.9, the *Delivery Partner's* appointment shall be suspended for the period set out in the notice or such other period notified to the *Delivery Partner* by the *Client* in writing from time to time.

Recovery upon Termination: Z16

Z16.1 On the termination of the 2024 Mapping and Modelling Framework Agreement in accordance with Z15, Z40.6 and/or Z30.2, but subject to its ongoing obligations under any Work Order or Time Charge Orders, the *Delivery Partner* shall, as far as reasonably practical and at its own cost:

- (a) immediately return to the *Client* all Confidential Information, Personal Data (as defined in Z44.1) and the *Client's* Intellectual Property Rights in its possession or in the possession or under the control of any of the *Delivery Partner's* or sub-contractors, which was obtained or produced in the course of providing the works or services pursuant to a Work Order or Time Charge Order;
- (b) immediately deliver to the *Client* all property (including materials, documents, information and access keys) provided to the *Delivery Partner* by the *Client*. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
- (c) assist and co-operate with the *Client* to ensure an orderly transition of the provision of works or services to any person appointed by the *Client* to continue or complete any work or service under a Work Order or Time Charge Order in progress at the date of termination; and
- (d) promptly provide all information concerning the provision of the services or works under a Work Order or Time Charge Order which may reasonably be requested by the *Client* for the purposes of understanding the manner in which the works or services have been provided and/or for the purpose of allowing the *Client* to conduct due diligence or auditing.

Z16.2 If the *Delivery Partner* fails to comply with clause Z16.1 (a) and (b), the *Client* may recover possession of the items referred to and the *Delivery Partner* grants a licence to the *Client* or its appointed agents to enter (for the purposes of such recovery) any premises of the *Delivery Partner* or its sub-contractors where any such items may be held.

Z16.3 Upon the determination of this 2024 Mapping and Modelling Framework Agreement upon it reaching the *end date* the *Delivery Partner* shall at its own cost:

- (a) upon the completion of previously let Work Orders and Time Charge Orders immediately return to the *Client* all Confidential Information, Personal Data (as defined in Z44.1) and the *Client's* Intellectual Property Rights in its possession or in the possession or under the control of any permitted Staff, which was obtained or produced in the course of providing the works or services pursuant to a Work Order or Time Charge Order;
- (b) upon the completion of previously let Work Orders and Time Charge Orders immediately deliver to the *Client* all property (including materials, documents, information and access keys) provided to the *Delivery Partner*. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
- (c) Upon termination of previously let Work Orders and Time Charge Orders the *Delivery Partner* shall render reasonable assistance to the *Client* to the extent necessary to effect an orderly assumption by a replacement supplier or the *Client* of the works or services undertaken under Work Order or Time Charge Order.

Z16.4 For the avoidance of doubt, if this 2024 Mapping and Modelling Framework Agreement is terminated, the fact of that termination does not affect the rights and obligations of the parties in any Work Order or Time Charge Orders let under this 2024 Mapping and Modelling Framework Agreement.

Rights of Third Parties: Z17

Z17.1 Except as set out in clause Z48 in respect of *Others*, a person who is not a Party to the 2024 Mapping and Modelling Framework Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

Governing Law and Jurisdiction: Z18

Z18.1 The 2024 Mapping and Modelling Framework Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

Employment Provisions – TUPE: Z19

Z19.1 In this clause Z19 (and in relation to "Supplier Personnel", also the Schedule 14: Data protection) the following terms shall have the following meanings:

- a) "**Supplier Personnel**" means all Staff, directors, officers, employees, agents, consultants and contractors of the *Delivery Partner* and of any sub-contractors who are engaged in the provision of a Relevant Contract from time to time.
- b) "**Employment Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) as amended or updated.
- c) "**Replacement**" means any person appointed by the *Client* to carry out any

Supplier"	activities which are fundamentally the same as any of the activities carried out by the <i>Delivery Partner</i> following the termination (by any means) of a Relevant Contract.
d) "Relevant Contract"	means a Work Order or Time Charge Order.
e) "Transferring Employees"	means those employees whose contract of employment will be transferred to the <i>Client</i> or a Replacement Consultant pursuant to the Employment Regulations on expiry or termination of a Relevant Contract.
f) "Staffing Information"	means the following information about the <i>Delivery Partner's</i> employees: (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.
g) "Staffing Liabilities"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to the Staffing Personnel including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.

Z19.2 Not later than twelve (12) months prior to the end of a Relevant Contract (or such other time as the *Client* and *Delivery Partner* shall agree in writing), the *Delivery Partner* shall provide the *Client* with the Staffing Information, together with such other information as the *Client* may reasonably require.

Z19.3 At intervals to be stipulated by the *Client* (which shall not be more frequent than every thirty (30) days starting no earlier than twelve (12) months before the *end date* of the 2024 Mapping and Modelling Framework Agreement, the *Delivery Partner* shall deliver to the *Client* a complete update of the information which is disclosable pursuant to clause Z19.2. In the absence of any instructions from the client, at least 28 Working Days prior to the *end date*, the *Delivery Partner* shall provide to the *Client* or at the direction of the *Client* to any Replacement Supplier:

- (a) with a list of all the Supplier Personnel that are Transferring Employees and the Staffing Information in relation to this list;
- (b) All other information referred to Z19.2 (updated and finalised); and
- (c) Any other information which the *Client* may reasonably require.

Z19.4 At the time of providing the information disclosed pursuant to clauses Z19.2 and Z19.3, the *Delivery Partner* shall warrant the completeness and accuracy of all such information and the *Client* may assign the benefit of this warranty to any Replacement Supplier.

Z19.5 The *Client* may use the information it receives from the *Delivery Partner* pursuant to clauses Z19.2 and Z19.3 for the purposes of the Employment Regulations and/or any retendering process in order to ensure an effective

handover of all work in progress at the end of the Relevant Contract. The *Delivery Partner* shall provide the Replacement Supplier with such assistance as it shall reasonably request.

- Z19.6 Upon on expiry or termination of a Relevant Contract the *Delivery Partner* shall indemnify and keep indemnified and hold the *Client* (both for themselves and any Replacement Supplier) harmless from and against all Staffing Liabilities and other liabilities (including but not limited to the amount of any amount by which the *Client's* or any Replacement Supplier's liabilities to Staff exceed the amount stated in or indicated by the information disclosed pursuant to Z19.2) which the *Client* or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) any inaccuracy or deficiency in the information provided pursuant to clause Z19.2; and
 - (b) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the *Delivery Partner* or any sub-contractor (of the *Delivery Partner*) in respect of any Staff transferring on or before the end of the Relevant Contract; and
 - (c) any failure by the *Delivery Partner* or any sub-contractor/consultant of the *Delivery Partner* to comply with its obligations under Regulation 13 or 14 of the Employment Regulations or any award of compensation under Regulation 15 of the Employment Regulations save where such failure arises from the failure of the *Delivery Partner* to comply with its duties under Regulation 13 of the Employment Regulations; and
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Employees arising from or connected with any failure by the *Delivery Partner* or any sub-contractor/consultant to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the *Delivery Partner* to the *Client* and/or a Replacement *Delivery Partner* whose name is not included in the list of Transferring Employees.
- Z19.7 If the *Delivery Partner* becomes aware that the information it provided pursuant to clause Z19.2 has become untrue, inaccurate or misleading, it shall immediately notify the *Client* and provide the *Client* with up to date information.
- Z19.8 This clause Z19 applies during the 2024 Mapping and Modelling Framework Agreement and indefinitely thereafter.
- Z19.9 During the twelve (12) months prior to the end of a Relevant Contract the *Delivery Partner* shall not (and shall procure that any sub-contractor shall not) without prior written approval of the *Client* (such approval not to be unreasonably withheld or delayed):
- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the *Delivery Partner* and the Supplier Personnel in the

normal course of business and where any such amendment or variation is not in any way related to the transfer of the services pursuant to the Employment Regulations);

- (b) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any Transferring Employees;
- (c) terminate or give notice to terminate the employment or engagement of any Supplier Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (d) transfer away, remove, reduce or vary the involvement of any other Supplier Personnel from or in the provision of the services under a Relevant Contract (other than where such transfer or removal:
 - (i) was planned as part of the individual's career development;
 - (ii) takes place in the normal course of business; and
 - (iii) will not have any adverse impact upon the delivery of the services by the *Delivery Partner* (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the services); or
- (e) recruit or bring in any new or additional individuals to provide the services under a Relevant Contract who were not already involved in providing the services prior to the relevant period.

Z19.10 In the event of the Employment Regulations applying at the end of a Relevant Contract, the *Delivery Partner* shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the *Client*, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transferring of any employees that are entitled to transfer under the Employment Regulations including providing sufficient information in advance of the transfer to ensure all necessary payroll arrangements can be made to enable the transferring employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) working days following the date on which the employees transfer pursuant to the Employment Regulations, the *Delivery Partner* shall provide, and shall procure that each sub-contractor shall provide, to the *Client* or, at the direction of the *Client*, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each relevant employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

Publicity, Media and Official Enquiries: Z20

Z20.1 The *Delivery Partner* Z20.2 shall comply with the provisions of Schedule 15: Communication and Engagement.

Severability: Z21

Z21.1 If any provision of the 2024 Mapping and Modelling Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if the 2024 Mapping and Modelling Framework Agreement had been executed with the invalid provision eliminated.

Z21.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the 2024 Mapping and Modelling Framework Agreement, the *Client* and the *Delivery Partner* shall immediately commence good faith negotiations to remedy such invalidity.

Cumulative Remedies: Z22

Z22.1 Except as otherwise expressly provided by the 2024 Mapping and Modelling Framework Agreement, all remedies available to either Party for breach of the 2024 Mapping and Modelling Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Waiver: Z23

Z23.1 The failure of either Party to insist upon strict performance of any provision of the 2024 Mapping and Modelling Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the 2024 Mapping and Modelling Framework Agreement.

Z23.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with this 2024 Mapping and Modelling Framework Agreement.

Z23.3 A waiver of any right or remedy arising from a breach of the 2024 Mapping and Modelling Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the 2024 Mapping and Modelling Framework Agreement.

Collateral Warranty, Performance Bond and Project Bank Account Z24

Z24.1 The *Delivery Partner* shall enter into Collateral Warranties in respect of Work Order or Time Charge Order in the form set out in Schedule 9 upon the written request of the *Client* at no cost to the *Client* within 14 days of receipt of such request but subject to clause Z24.2 below.

Z24.2 If the *Client* is not to be the beneficiary of the collateral warranty, the *Client* shall only require the *Delivery Partner* to enter into a collateral warranty if it has informed the *Delivery Partner* of the identity of the beneficiary of the collateral warranty prior to the award of the relevant Work Order or Time Charge Order.

Z24.3 Where prior to the award of a of Work Order or Time Charge Order the *Client* has informed the *Delivery Partner* that a performance bond is required the *Delivery Partner* shall give the *Client* a performance bond (in the form set out in Schedule 9 unless otherwise agreed by the parties) provided by a bank or insurer which the *Client* has accepted for the amount stated by the *Client*.

Z24.4 The *Client* may refuse the bank or insurer if the *Client* considers (in its absolute discretion) that the Bank or insurer's financial position is not strong enough to carry the bond.

Z24.5 Where prior to the award of a Work Order or Time Charge Order the *Client* has informed the *Delivery Partner* that a project bank account is required the Work Order or Time Charge Order shall have incorporated into it the provisions of Schedule 7.

Dispute Resolution Procedure: Z25

Z25.1 The resolution of any dispute should remain at project level until all efforts to resolve the matter have been exhausted, in accordance with Schedule 9: Contract Management.

Z25.2 Where matters of disagreement or disputes have relevance to the Suppliers, the *Client* and *Delivery Partner* agree that the process set out in Schedule 9 shall be followed.

Z25.3 Where the process set out in the clauses above has not resolved the disagreement or dispute the relevant dispute resolution procedures in the relevant NEC4 agreements, Work Order or Time Charge Order shall apply.

Entire Agreement: Z26

Z26.1 This 2024 Mapping and Modelling Framework Agreement and the documents referred to in it constitute the entire agreement and understanding of the *Client* and the *Delivery Partner* and supersede any previous agreement, whether written or oral, between the parties relating to the subject matter of this 2024 Mapping and Modelling Framework Agreement.

Z26.2 Other than as expressly set out in this 2024 Mapping and Modelling Framework Agreement as a warranty, each of the parties agrees that, in entering into this 2024 Mapping and Modelling Framework Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (whether negligently or innocently made and whether or not made in connection with the terms of this 2024 Mapping and Modelling Framework Agreement) of any person (whether party to this 2024 Mapping and Modelling Framework Agreement or not).

Z26.3 The only remedy available to the Parties for breach of the warranties shall be for breach of contract under the terms of this 2024 Mapping and Modelling Framework Agreement.

Z26.4 Notwithstanding this clause Z26, nothing in this 2024 Mapping and Modelling Framework Agreement shall operate to limit or exclude any liability for fraud.

Z26.5 The *Delivery Partner* warrants that the Tender Return Document (Schedule 19) is true and accurate and will remain true and accurate for the duration of the 2024

Mapping and Modelling Framework Agreement. The *Delivery Partner* warrants that it will provide all of the benefits, services and processes set out in the Tender Return Document (Schedule 19) at the prices contained (where applicable) in the Tender Return Document for the duration of the 2024 Mapping and Modelling Framework Agreement.

Financial Information and Audit: Z27

- Z27.1 Prior to and throughout the duration of the 2024 Mapping and Modelling Framework Agreement, the *Client* requires the *Delivery Partner* to provide it with a copy of its annual accounts or equivalent upon request and the *Delivery Partner* shall operate open book arrangements in accordance with Schedule 9: Contract Management.
- Z27.2 The *Delivery Partner* shall provide the *Client* with regular commercial records, reports, data and information on all Work Orders and Time Charge Orders delivered under this 2024 Mapping and Modelling Framework Agreement in such a manner as to enable the *Client* to carry out an effective financial audit of the 2024 Mapping and Modelling Framework Agreement and all contracts entered into. All requirements are defined within the Schedules.
- Z27.3 The *Delivery Partner* shall keep and maintain until twelve (12) years after the end of any Work Order or Time Charge Order, or as long a period as may be agreed between the Parties, full and accurate records of the works, goods and services supplied under it (but not including any *Client* Confidential Information that it has returned to the *Client* under clause Z16), all expenditure reimbursed by the *Client*, and all payments made by the *Client*. The *Delivery Partner* shall on request afford the *Client* such access to those records and processes as may be requested by the *Client* in connection with the 2024 Mapping and Modelling Framework Agreement, Work Orders or Time Charge Orders.
- Z27.4 The *Delivery Partner* shall make available to the *Client*, free of charge, whenever requested, copies of audit reports obtained by the *Delivery Partner* in relation to the 2024 Mapping and Modelling Framework Agreement, Work Order and/or Time Charge Orders.
- Z27.5 The *Delivery Partner* shall permit duly authorised representatives of the *Client* and/or the Comptroller and Auditor General to examine the *Delivery Partner*'s records and documents relating to this 2024 Mapping and Modelling Framework Agreement or any Work Order or Time Charge Orders let under it and to provide such copies and oral or written explanations as may reasonably be required.
- Z27.6 The *Delivery Partner* (and its contractors, suppliers or agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the *Client* and for carrying out examinations into the economy, efficiency and effectiveness with which the *Client* has used its resources.

Delivery Partner Development: Z28

- Z28.1 The *Client* will operate, and the *Delivery Partner* will participate in the Delivery Partner development programmes described in Schedules 7 and 8.

Assignment and Novation: Z29

Z29.1 The *Delivery Partner* may not assign the benefit of this 2024 Mapping and Modelling Framework Agreement to a third party except with the *Client's* prior written consent (in the *Client's* absolute discretion).

Z29.2 The *Client* may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this 2024 Mapping and Modelling Framework Agreement and/or any associated licences to:

- (a) any government body; or
- (b) to a body other than a government body (including any private sector body) which performs any of the functions that previously had been performed by the *Client*,

and the *Delivery Partner* shall, at the *Client's* request, enter into any agreement which the *Client* shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause.

Z29.3 Any change in the legal status of the *Client* shall not affect the validity of this 2024 Mapping and Modelling Framework Agreement and this 2024 Mapping and Modelling Framework Agreement shall be binding on any successor body to the *Client*.

Prevention of Bribery and Corruption: Z30

Z30.1 The *Delivery Partner* warrants and represents that:

- (a) it has not committed any offence under the Bribery Act 2010 or done any of the following (referred to hereafter as "**Prohibited Acts**"):
 - (i) offered, given or agreed to give any officer or employee of the *Client* any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this or any other agreement with the *Client* or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the *Client*; or
 - (ii) in connection with this 2024 Mapping and Modelling Framework Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the *Client*; and
 - (iii) it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

Z30.2 If the *Delivery Partner*, its Staff, the staff employed by the *Delivery Partner's* agents, suppliers and sub-contractors (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the *Delivery Partner* in relation to this 2024 Mapping and Modelling Framework Agreement or any other agreement with the *Client* the *Client* shall be entitled:

- (a) to terminate this Agreement and recover from the *Delivery Partner* the amount of any loss resulting from the termination;

- (b) to recover from the *Delivery Partner* the amount or value of any gift, consideration or commission concerned; and
- (c) to recover from the *Delivery Partner* any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

Z30.3 Any termination under clause Z30.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the *Client*.

Z30.4 The *Delivery Partner* shall impose on any sub-contractors obligations substantially similar to those imposed on the *Delivery Partner* by this Clause Z30.

Z30.5 Notwithstanding clause Z25 (Dispute Resolution Procedure), any dispute relating to:

- (a) the interpretation of clauses Z30.1 and Z30.2; or
- (b) the amount or value of any gift, consideration or commission, shall be determined by the *Client* and the decision shall be final and conclusive.

Equality and non-discrimination: Z31

Z31.1 The *Delivery Partner* shall not:

- (a) engage in any prohibited conduct as defined in part 2 chapter 2 Equality Act in relation to any protected characteristic (as defined in section 4 Equality Act) where this would contravene any provisions of the Equality Act, including (without limitation) part 3 (goods and services) and part 5 (employment);
- (b) do (or omit to do) anything else that would amount to a contravention of the Equality Act including (without limitation) part 8 (prohibited conduct: ancillary) and chapter 3 part 5 (equality of terms).

Z31.2 The *Delivery Partner* shall notify the *Client* immediately of any investigation of or proceedings against the *Delivery Partner*, whether under the Equality Act or any legislation to similar effect and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

Z31.3 In addition to its obligations under this Clause Z31 relating to the Equality Act, the *Delivery Partner* shall ensure that it complies with all other current employment legislation including, without limitation, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

Z31.4 The *Delivery Partner* shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of any works or services provided under a Work Order or Time Charge Order comply with their obligations under the Equality Act.

Z31.5 The *Delivery Partner* shall impose on any sub-contractors and or agents obligations substantially similar to those imposed on the *Delivery Partner* by this Clause Z31.

Z31.6 The *Delivery Partner* shall indemnify the *Client* against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the *Client* arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act due directly or indirectly to any act or omission by the *Delivery Partner*, its agents, employees or sub-contractors, or any breach of this clause Z31.

Survival: Z32

Z32.1 The provisions of Clauses Z1, Z4, Z6, Z7, Z10, Z11, Z12, Z13, Z14, Z15, Z16, Z17, Z18, Z19, Z20, Z21, Z22, Z23, Z24, Z25, Z26, Z27, Z29, Z30, Z31, Z32, Z33, Z34, Z35, Z36, Z37, Z38, Z40, Z41, Z42, Z43, Z44, Z45, Z46, Z47 and Z48 shall survive termination of this 2024 Mapping and Modelling Framework Agreement.

Knowledge Retention: Z33

Z33.1 The *Delivery Partner* shall co-operate fully with the *Client* in order to enable an efficient and detailed knowledge transfer from the *Delivery Partner* to the *Client* on the completion or earlier termination of the 2024 Mapping and Modelling Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the *Delivery Partner* shall provide the *Client* free of charge with reasonable access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the *Client*. The *Delivery Partner* shall comply with the *Client's* request for information no later than two weeks from the date that that request was made.

Precedence: Z34

Z34.1 Where this 2024 Mapping and Modelling Framework Agreement or any Schedule attached thereto conflicts with any provision in any Work Order or Time Charge Order the terms of this 2024 Mapping and Modelling Framework Agreement shall prevail and the *Client* acting reasonably shall resolve any ambiguity or inconsistency arising between this 2024 Mapping and Modelling Framework Agreement and a Work Order or Time Charge Order.

Z34.2 Where any provision of this 2024 Mapping and Modelling Framework Agreement or any Schedule is inconsistent with the terms of the NEC4 Framework Agreement, the terms of this 2024 Mapping and Modelling Framework Agreement shall prevail and the NEC4 Framework Agreement shall be deemed to have been amended accordingly.

Z34.3 Where the provision of any Schedule conflicts with the provision of this 2024 Mapping and Modelling Framework Agreement or another Schedule the conflict shall be resolved by applying the following order of precedence:

- (a) The terms of the Framework Agreement;
- (b) Schedule 1 – Scope of Services
- (c) Schedule 6 – Framework management

- (d) Schedule 9 – Contract management
- (e) Schedule 8 – Performance management
- (f) All other Schedules except Schedule 19
- (g) Schedule 19 – Delivery Partner tender documentation

Z34.4 In respect of clause Z44 of this 2024 Mapping and Modelling Framework Agreement, regarding compliance with the Data Protection Legislation, in the event of a conflict between the terms in the body of this Framework, any Work Order or Time Charge Order and the Schedule 14 Data Protection, the terms of the Data Protection Schedule shall take precedence.

Variation: Z35

Z35.1 No variation to this 2024 Mapping and Modelling Framework Agreement shall be permitted without the prior written consent of the *Client* and the *Delivery Partner*. Any variation shall be managed through the Change Control Process, in accordance with Schedule 6: Framework Management.

Environmental Consideration: Z36

Z36.1 The *Delivery Partner* shall comply with the environmental considerations set out in Schedules 4 and 5.

Incentivisation: Z37 – not used

Carbon and Cost Data: Z38

Z38.1 The *Delivery Partner* shall provide the *Client* with cost and carbon data required by each Call-off Contract in the frequency and form set out in each Call-off scope at its own cost.

No Guarantee of Work: Z39

Z39.1 This 2024 Mapping and Modelling Framework Agreement does not constitute a commitment to award any, or any level of, business and shall not be an exclusive arrangement between the *Client* and the *Delivery Partner* either as to the contracts entered into or as to the *Client* being bound to offer call off contracts to the *Delivery Partner* in preference to any of the *Delivery Partner's* or other third parties.

Income Tax and National Insurance Contributions: Z40

Z40.1 Where the *Delivery Partner* and/or its Staff are liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

Z40.2 Where the *Delivery Partner* and/or its Staff is liable to National Insurance Contributions in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

Z40.3 Where the *Delivery Partner* is subject to any legal requirements concerning the payment of taxes or social security contributions of equivalent effect to those

specified in Z40.1 or Z40.2 in any other member state of the European Union, the *Delivery Partner* shall comply with those requirements.

Z40.4 The *Client* may, at any time during the term of this 2024 Mapping and Modelling Framework Agreement, require the *Delivery Partner* and/or its Staff to provide information which demonstrates how the *Delivery Partner* and/or its Staff complies with clauses Z40.1, Z40.2 or Z40.3 above or why those Clauses do not apply to it.

Z40.5 A requisition under clause Z40.4 above may specify the information which the *Delivery Partner* and/or its Staff must provide and the period within which that information must be provided.

Z40.6 The *Client* may terminate this 2024 Mapping and Modelling Framework Agreement if:

- (a) in the case of a request mentioned in clause Z40.4 above-
 - (i) the *Delivery Partner* and/or its Staff fails to provide information in response to the request within a reasonable time, or
 - (ii) the *Delivery Partner* and/or its Staff provides information which is inadequate to demonstrate either how the *Delivery Partner* and/or its Staff complies with clauses Z40.1, Z40.2 and Z40.3 above or why those clauses do not apply to it;
- (b) in the case of a requisition mentioned in clause Z40.4 above, the *Delivery Partner* and/or its Staff fails to provide the specified information within the specified period; or
- (c) the *Client* receives information which, in its reasonable assessment, demonstrates that, at any time when clauses Z40.1 and Z40.2 apply to the *Delivery Partner* and/or its Staff, the *Delivery Partner* and/or its Staff is not complying with those clauses.

Z40.7 The *Client* will not object to the *Delivery Partner* and/or its Staff supplying any information which it receives under clause Z40 to the Commissioners of His Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

Z40.8 The *Delivery Partner* shall ensure that this clause Z40 shall be repeated (and amended appropriately) in any contract between it and its Staff, agents, suppliers and sub-contractors (but only insofar as it relates to work or services being undertaken pursuant to this 2024 Mapping and Modelling Framework Agreement).

Payment: Z41

Z41.1 The Parties shall comply with the payment provision set out in the Time Charge Orders or Work Orders, along with Schedule 2: Programme management and workflow.

Mandatory Security and vetting procedures for Staff with access to the *Client's* IT systems: Z42

Z42.1 If in the performance of a Work Order and/or Time Charge Order, any Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors are to have access to the *Client's* IT systems, the Work Order and/or Time Charge Order

will be subject to the following mandatory security and vetting procedure. This mandatory security and vetting procedure shall also apply to all Work Orders and/or Time Charge Orders for secondment of Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors. The *Delivery Partner* shall retain copies of the documents provided, acquired, copied or created for the purposes of complying with these requirements and shall make such copies available to the *Client* on demand

- (a) **Verification of Identity** - The *Delivery Partner* shall verify, or arrange for the verification, of the identity of Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors who are to be engaged in carrying out any Work Order or Time Charge Order. This includes the verification, copying and checking of the appropriate documentation:
 - (i) Confirmation of name, date of birth and address
 - (ii) National Insurance number
 - (iii) Confirmation of qualification/licences
 - (iv) Confirmation of permission to work in the UK (if required)
- (b) **Verification of Employment History** - The *Delivery Partner* shall ensure that it has verified, or secured the verification of, the employment history of any Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors engaged in carrying out any work under a Work Order or Time Charge Order, for at least the three years immediately prior to that person's employment by the *Delivery Partner* or any sub-contractor or agent of the *Delivery Partner*.
- (c) **Verification of Criminal Record (unspent convictions only)**- The *Delivery Partner* is responsible for identifying any unspent criminal records of Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors using the Basic Criminal Record (CRB) check provided by Disclosure Scotland (DS) prior to the commencement of employment. This applies to all the Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors.

Z42.2 In exceptional circumstances the *Client* may decide to undertake a risk assessment where delays would impact on operation of business to allow an individual to start on conditional Work Order or Time Charge Order whilst waiting for results of the check. The *Delivery Partner* shall cooperate fully with the *Client* in relation to carrying out a risk assessment in this situation.

Z42.3 Individual Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors with evidence of valid and live Disclosure and Barring Service (DBS), Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) clearance will not be required to undertake Baseline Personnel Security Standard (BPSS) clearance again (except proof of identity).

Z42.4 The *Delivery Partner* shall keep a BPSS verification record, in the form of the BPSS record provided by the Cabinet Office from time to time, of all Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors. Where individuals have valid and live clearance, this should be obtained in the form of the BPSS verification record from their previous organisation. There is no requirement to

renew the BPSS once it has been approved. It is the responsibility of the *Delivery Partner* to keep records for temporary agency employees and contractors. The *Client* may audit the *Delivery Partner* referencing and vetting processes throughout the contract.

Confidentiality: Z43

Z43.1 Except to the extent set out in this clause or where disclosure is expressly permitted pursuant to clause Z43.2 or to any provision of this 2024 Mapping and Modelling Framework Agreement, each Party shall:

- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- (b) not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent.

Z43.2 Clause Z43.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations pursuant to Clause Z45.5 (Freedom of Information);
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party who obtained the information free from any obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this 2024 Mapping and Modelling Framework Agreement; or
- (e) the information is independently developed without access to the other Party's Confidential Information.

Z43.3 The *Delivery Partner* may only disclose the *Client's* Confidential Information to those of its Staff or employees of the *Delivery Partner's* agents, suppliers, professional advisors and sub-contractors who are directly involved in the provision of the works or services pursuant to a Work Order or Time Charge Order and who need to know the information, and shall ensure that such Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors are aware of and shall comply with these obligations as to confidentiality. The *Delivery Partner* may disclose the *Client's* Confidential Information to its Staff and advisors in order to obtain legal, tax, accounting, technical and other advice and for governance purposes subject to ensuring that such Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors and advisors are aware of and shall comply with these obligations as to confidentiality.

Z43.4 The *Delivery Partner* shall not, and shall procure that its Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors do not, use any of the *Client's* Confidential Information otherwise than for the purposes of this 2024 Mapping and Modelling Framework Agreement.

Z43.5 Nothing in this 2024 Mapping and Modelling Framework Agreement shall prevent the *Client* from disclosing the *Delivery Partner's* Confidential Information on a confidential basis:

- (a) to any Government Body or any *Others*. All Government Bodies or *Others* receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Government Bodies or *Others* on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government Body or *Others*;
- (b) to any consultant, contractor or other person engaged by the *Client* or any person conducting an audit review;
- (c) for the purpose of the examination and certification of the *Delivery Partner's* accounts;
- (d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources.

Z43.6 The *Client* shall use all reasonable endeavours to ensure that any government department, *Others*, employee, third party or any person conducting an audit review to whom the *Delivery Partner's* Confidential Information is disclosed pursuant to clause (b) is made aware of the *Client's* obligations of confidentiality.

Z43.7 Nothing in this clause Z43 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the 2024 Mapping and Modelling Framework Agreement or any Work Order or Time Charge Order in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

Data Protection: Z44

Z44.1 In the event that this Framework (or any agreement under this 2024 Mapping and Modelling Framework Agreement) requires data to be processed within the meaning of the Data Protection Legislation the provisions of Schedule 14 and the definitions therein shall apply.

Z44.2 Where any Personal Information (as defined in the Data Protection Legislation) is provided to the Environment Agency by the *Delivery Partner* under the 2024 Mapping and Modelling Framework Agreement or under a Work Order or Time Charge Order the Environment Agency will treat the Personal Information as set out in the Data Privacy Notice in Schedule 14.

Freedom of Information: Z45

Z45.1 The *Delivery Partner* and the *Client* acknowledge that the *Client* is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations, and the *Delivery Partner* may be subject to the subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations. The *Delivery Partner* and the *Client* shall assist and cooperate with each other to enable the other to comply with any Information disclosure obligations pursuant to the Freedom of Information Act 2000 and the Environmental Information Regulations.

Z45.2 The *Delivery Partner* shall and shall procure that its sub-contractors and agents shall:

- (a) transfer to the *Client* all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- (b) provide the *Client* with a copy of all Information in its possession or power, in the form that the *Client* reasonably requires in order to respond to any Request for Information, within five (5) Working Days (or such other period as the *Client* may specify) of the *Client's* request; and
- (c) provide all such assistance as the *Client* reasonably requests to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act 2000 or regulation 5 of the Environmental Information Regulations.

Z45.3 The *Client* shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this 2024 Mapping and Modelling Framework Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations.

Z45.4 In no event shall the *Delivery Partner* respond directly to a Request for Information unless expressly authorised to do so by the *Client* or unless required to do so by Law.

Z45.5 The *Delivery Partner* acknowledges that (notwithstanding the provisions of Clause Z45.2) the *Client* may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under s45 Freedom of Information Act 2000 ("**the Code**"), as amended or replaced from time to time, be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations to disclose information concerning the *Delivery Partner* a Work Order or a Time Charge Order:

- (a) in certain circumstances without consulting the *Delivery Partner* ; or
- (b) following consultation with the *Delivery Partner* and having taken their views into account;
- (c) the *Client* shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the *Delivery Partner* advanced notice, or failing that, to draw the disclosure to the *Delivery Partner's* attention after any such disclosure.

Z45.6 The *Delivery Partner* shall ensure that all Information is retained for disclosure and shall permit the *Client* to inspect such records as requested from time to time.

Z45.7 The *Delivery Partner* acknowledges that the *Client* may be obliged to disclose its Commercially Sensitive Information

Logos and trademarks: Z46

Z46.1 No Party shall itself or by a third party use or reproduce or otherwise deal with the logos distinctive marks or trademarks of another Party or cause or permit the same

without the consent in writing of the Party to whom the logos, distinctive marks or trademarks belong. Refer to Schedule 15 for further information relating to the use of the Environment Agencys logo.

Intellectual Property Rights: Z47

Z47.1 In this section Z47 (Intellectual Property Rights):

- (i) all the provisions under this section Z47 (Intellectual Property Rights) shall apply to the Parties in the performance of the Services and each of their obligations under each Work Order, Time Charge Order and/or Call-Off Contract;
- (ii) reference to Framework Agreement shall include Work Order, Time Charge Order and Call-off Contract; and
- (iii) the following terms shall have the following meaning below:

Affiliate 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 with, that body corporate from time to time.

Approved Sub-Licensee any of the following:

means

- (a) a Central Government Body;
- (b) any third party providing services to a Central Government Body; and/or
- (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the *Client*.

Client System means the *Client's* computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the *Client* or the *Delivery Partner* in connection with this Framework Agreement which is owned by the *Client* or licensed to it by a third party and which interfaces with the *Delivery Partner* System, or which is necessary for the *Client* to receive the Services.

Client Software means software which is owned by or licensed to the *Client* (other than under or pursuant to this Framework Agreement) and which is or will be used by the *Delivery Partner* for the purposes of providing the Services.

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

- (i) supplied to the *Delivery Partner* by or on behalf of the *Client*; and/or
- (ii) which the *Delivery Partner* is required to generate, process, store or transmit pursuant to this Framework Agreement; or

(b) any Personal Data for which the *Client* is the Controller.

Client Background IPRs means (a) IPRs owned by the *Client* prior to the performance of its obligations under a Works Order or Time Charge Order, including IPRs contained in any of the *Client's* Know-How, documentation, processes and procedures;

	(b) IPRs created by the <i>Client</i> independently of this Framework Agreement; and/or (c) Crown Copyright which is not available to the <i>Delivery Partner</i> otherwise than under this Framework Agreement; but excluding IPRs owned by the <i>Client</i> subsisting in the Client Software.
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: (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.
Commercially sensitive information means	the information listed in a Work Order and/or Time Charge Order comprising the information of a commercially sensitive nature relating to: (a) the pricing of the works or services; (b) details of the Delivery Partner's IPRs; and (c) the Delivery Partner's business and investment plans; which the <i>Delivery Partner</i> has indicated to the <i>Client</i> that, if disclosed by the <i>Client</i>, would cause the <i>Delivery Partner</i> significant commercial disadvantage or material financial loss.
Confidential Information means	Information, including all personal data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Framework Agreement that relates to: (a) the Disclosing Party Group; or (b) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (c) other Information provided by the Disclosing Party pursuant to or in anticipation of this Framework Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Framework Agreement; (d) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Framework Agreement and all matters arising therefrom; and (e) Information derived from any of the above, but not including any Information which:

- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the *Delivery Partner's*:
 - 1 performance under this Framework Agreement; or
 - 2 failure to pay any sub-contractor as required pursuant to Clause 2.1.8 of Schedule 7 (Supply Chain Management).

**Delivery
Partner
Software
means**

software which is proprietary to the *Delivery Partner* (or an Affiliate of the *Delivery Partner*) and which is or will be used by the *Delivery Partner* for the purposes of providing the Services, including the software specified as such in Schedule 17 (Software), including any modifications or enhancements to Delivery Partner Software created specifically for the purposes of this Framework Agreement.

**Delivery
Partner
Background
IPRs means**

- (a) Intellectual Property Rights owned by the *Delivery Partner* prior to the performance of its obligations under a Works Order or Time Charge Order, including for example those rights subsisting in the *Delivery Partner's* standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the *Delivery Partner's* Know-How or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the *Delivery Partner* independently of this Framework Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the *Delivery Partner* subsisting in the *Delivery Partner Software's*.

**Delivery
Partner COTS
Background
IPRs means**

Any embodiments of *Delivery Partner* Background IPRs that:

- (a) the *Delivery Partner* makes generally available commercially prior to the date of the commencement of a Call-off Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the *Delivery Partner* save as to price; and
- (b) has a Non-trivial Customer Base.

Delivery Partner Non-COTS Background IPR means
Delivery Partner COTS software means

Any embodiments of *Delivery Partner* Background IPRs that have been delivered by the *Delivery Partner* to the *Client* and that are not *Delivery Partner COTS Background IPRs*.

Delivery Partner Software (including open source software) that:

- (a) the *Delivery Partner* makes generally available commercially prior to the date of the commencement of a Call-off Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the *Delivery Partner* save as to price; and
- (b) has a Non-trivial Customer Base.

Delivery Partner Non-COTS Software means
Delivery Partner System means

Delivery Partner Software that is not *Delivery Partner COTS Software*.

the information and communications technology system used by the *Delivery Partner* in implementing and performing the Services including the Software, the *Delivery Partner Equipment*, configuration and management utilities, calibration and testing tools and related cabling (but excluding the *Client System*).

Documentation means

descriptions of the services and performance indicators, details of the *Delivery Partner System* (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

- (a) is required to be supplied by the *Delivery Partner* to the *Client* under this Framework Agreement;
- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the *Client* to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;
- (c) is required by the *Delivery Partner* in order to provide the Services; and/or
- (d) has been or shall be generated for the purpose of providing the Services.

Disclosing Party means

In relation to Confidential Information, a Party which discloses or makes available directly or indirectly its Confidential Information.

Exit Management means

services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the *Delivery Partner* to the *Client* and/or a Replacement Supplier, as set out or referred to in the Framework Exit Plan.

Good Industry Practice means	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the <i>Client</i> , such supplier seeking to comply with its contractual obligations in full and complying with applicable laws;
Intellectual Property Rights” or “IPRs 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.
IPRs Claim means	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the <i>Client Software</i> by or on behalf of the <i>Delivery Partner</i> , in either case in combination with any item not supplied or recommended by the <i>Delivery Partner</i> pursuant to this Framework Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Framework Agreement.
IT Environment means	the <i>Client System</i> and the <i>Delivery Partner System</i> .
Know-How means	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the works and/or services but excluding know how already in the other Party's possession before this Framework Agreement.
Malicious Software means	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Non-trivial Customer Base means	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor.
Object Code	software and/or data in machine-readable, compiled object code form.
Open-Source means	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source.

Project Specific IPRs means	(a) Intellectual Property Rights in items created by the <i>Delivery Partner</i> (or by a third party on behalf of the <i>Delivery Partner</i>) specifically for the purposes of this Framework Agreement, Works Order or Time Charge Order and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the <i>Delivery Partner's</i> obligations under this Framework Agreement, Works Order or Time Charge Order; (c) but shall not include the <i>Delivery Partner</i> Background IPRs or the Specially Written Software.
Recipient means	In relation to Confidential Information, means a Party which receives or obtains directly or indirectly Confidential Information.
Relevant IPRs means	IPRs used to provide the Services or as otherwise provided and/or licensed by the <i>Delivery Partner</i> (or to which the <i>Delivery Partner</i> has provided access) to the <i>Client</i> or a third party in the fulfilment of the <i>Delivery Partner's</i> obligations under this Framework Agreement including IPRs in the Specially Written Software, the <i>Delivery Partner</i> Non-COTS Software, the <i>Delivery Partner</i> Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the <i>Client</i> Software, the <i>Client</i> Background IPRs, the <i>Delivery Partner</i> COTS Software, the <i>Delivery Partner</i> COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs.
Replacement Delivery Partner means	any third party service provider of Replacement Services appointed by the <i>Client</i> from time to time (or where the <i>Client</i> is providing replacement Services for its own account, the <i>Client</i>).
Replacement Services means	any services which are the same as or substantially similar to any of the Services and which the <i>Client</i> receives in substitution for any of the Services following the expiry or termination or partial termination of this Framework Agreement, whether those services are provided by the <i>Client</i> internally and/or by any third party.
Software means	Specially Written Software, <i>Delivery Partner</i> Software and Third Party Software.
Source Code means	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.
Specially Written Software means	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the <i>Delivery Partner</i> (or by a Sub-contractor or other third party on behalf of the <i>Delivery Partner</i>) specifically for the purposes of this Framework Agreement.
Sub-contractors means	any third party with whom: (a) the <i>Delivery Partner</i> enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, (c) or the servants or agents of that third party.
Term means	the period commencing on the <i>commencement date</i> and ending on the expiry or any Extension Period or on earlier termination

	of this Framework Agreement, Work Order, Time Charge Order and/or Call off Contract.
Third Party IPRs means	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the <i>Delivery Partner</i> for the purposes of providing the Services.
Third Party Software means	software which is proprietary to any third party (other than an Affiliate of the <i>Delivery Partner</i>) or any Open Source Software which in any case is, will be or is proposed to be used by the <i>Delivery Partner</i> for the purposes of providing the Services, including the software specified as such in Schedule 17 (Software), including any modifications or enhancements to Third Party Software created specifically for the purposes of this Framework Agreement.
Third Party COTS IPRs means	Third Party IPRs that: (a) the <i>Delivery Partner</i> makes generally available commercially prior to the commencement of a Call-off Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base;
Third Party COTS Software means	Third Party Software (including open source software) that: (a) the <i>Delivery Partner</i> makes generally available commercially prior to the date of the commencement of a Call-off Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
Third Party Non-COTS IPRs means	Third Party IPRs that are not Third Party COTS IPRs
Third Party Non-COTS Software means	Third Party Software that is not Third Party COTS Software

Z47.1A Except as expressly set out in this section Z47 (Intellectual Property):

- (a) the *Client* shall not acquire any right, title or interest in or to the Intellectual Property Rights of the *Delivery Partner* or its licensors, namely:
 - (i) the *Delivery Partner* Software;
 - (ii) the Third Party Software;
 - (iii) the Third Party IPRs; and
 - (iv) the *Delivery Partner* Background IPRs;
- (b) the *Delivery Partner* shall not acquire any right, title or interest in or to the Intellectual Property Rights of the *Client* or its licensors, including:
 - (i) the *Client* Software;
 - (ii) the *Client* Data; and

(iii) the Client Background IPRs;

- (c) Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the *Client*.

Z47.2 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 Z47.1, 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).

Z47.2A The *Delivery Partner* shall not, and shall procure that the Staff or the *Delivery Partner's* agents, *Delivery Partners* and sub-contractors shall not, (except when necessary for the performance of this Framework Agreement, Works Order and/or a Time Charge Order) without prior written approval, use or disclose the Project Specific IPRs or Specially Written Software to any third party.

Z47.3 Unless the *Client* otherwise agrees in advance in writing:

- (a) all Specially Written Software and any software element of Project Specific IPRs shall be created in a format, or able to be converted into a format, which is suitable for publication by the *Client* as open-source software; and
- (b) where the Specially Written Software and any software element of Project Specific IPRs are written in a format that requires conversion before publication as open-source software, the *Delivery Partner* shall also provide the converted format to the *Client*.

Z47.4 Where the *Client* agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from Open-Source publication, the *Delivery Partner* shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on the *Client's* ability to publish other Open Source software under clause Z47.24-Z47.29 (*Open Source Publication*).

Z47.5 The *Delivery Partner* shall waive or procure a waiver of any moral rights in any copyright works assigned to the *Client* under this Framework Agreement, any Work Orders and Time Charge Orders.

Z47.6 Unless otherwise agreed in writing, the Parties shall record all Specially Written Software and Project Specific IPRs in Annex 17-3, and shall keep Annex 17-3, updated during the Term of this Framework Agreement and/or relevant Work Order or Time Charge Order.

Transfer and Licences granted by the *Delivery Partner*

Z47.7 Subject to clause Z47.20 (*Patents*) the *Delivery Partner* hereby agrees to transfer to the *Client*, or shall procure the transfer to the *Client* of, all rights, including all future IPRs to the fullest extent permitted by law (subject to Clause (a) (*Intellectual Property Rights*)) in the Specially Written Software and the Project Specific IPRs including (without limitation):

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and

supporting the Specially Written Software (together the "**Software Supporting Materials**");

but not including any Know-How, trade secrets or Confidential Information.

Z47.8 To the extent that any IPRs in the Specially Written Software and the Project Specific IPRs cannot be prospectively assigned, the *Delivery Partner* will assign those IPRs to the *Client* as and when they are created, at the request of the *Client*. If requested to do so by the *Client*, the *Delivery Partner* shall without charge to the *Client* execute all documents and do all such further acts as the *Client* may require to perfect the assignment under this Clause Z47. 8 and Clause Z47.7 above or shall procure that the owner of the Project Specific Intellectual Property Rights does so on the same basis.

Z47.9 Notwithstanding the provisions of Clause Z47.8 above, the *Delivery Partner* shall:

- (a) inform the *Client* of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to *Delivery Partner* Software or Third-Party Software; and
- (b) deliver to the *Client* the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the *Client*; and
- (c) without prejudice to Clauses Z47.14-17 (Third Party Software and Third Party IPRs), provide full details to the *Client* of any *Delivery Partner* Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPR
- (d) acknowledges and agrees that the ownership of the media referred to in Clause Z47.9(b) shall vest in the *Client* upon their receipt by the *Client*; and
- (e) shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the *Client*.

Delivery Partner Software and Delivery Partner Background IPRs

Z47.10 The *Delivery Partner* shall not use any *Delivery Partner* Non-COTS Software or *Delivery Partner* Non-COTS Background IPR in the provision of the Services unless it is detailed in either (a) the Work Order or Time Charge Order (provided in Annex 17-4 is updated at the same time) or (b) sent to the *Client* for review and approval granted by the *Client*.

Z47.11 The *Delivery Partner* hereby grants to the *Client*:

- (a) subject to the provisions of Z47.20 (Patents), perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display));

- (i) the *Delivery Partner* Non-COTS Software for which the *Delivery Partner* delivers a copy to the *Client* for any purpose relating to the *Services* (or substantially equivalent services) or for any purpose relating to the exercise of the *Client's* (or any other Central Government Body's) business or function; and,
 - (ii) the *Delivery Partner* Non-COTS Background IPRs for any purpose relating to the *Services* (or substantially equivalent services) or for any purpose relating to the exercise of the *Client's* (or any other Central Government Body's) business or function;
- (b) a licence to use the *Delivery Partner* COTS Software for which the *Delivery Partner* delivers a copy to the *Client* and *Delivery Partner* COTS Background IPRs on the licence terms identified in a letter in or substantially in the form set out in Annex 17-1 and signed by or on behalf of the Parties on or before the commencement date provided always that the *Client* shall remain entitled to sub-license and to assign and novate the *Delivery Partner* COTS Software and *Delivery Partner* COTS Background IPRs on equivalent terms to those set out in clauses Z47.12 (*Client's* right to sub-license) and Z47.13 (*Client's* right to assign/novate sub-licences) in relation to the *Delivery Partner* Non-COTS Software and *Delivery Partner* Non-COTS Background IPRs; and
- (c) a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.

Client's right to sub-license

Z47.12 Subject to Clause Z47.20 (*Patents*) the *Client* may sub-license:

- (a) the rights granted under Clause Z47.11(a) (*Delivery Partner Software and Delivery Partner Background IPRs*) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-licence is on terms no broader than those granted to the *Client*;
 - (ii) the sub-licence authorises the third party to use the rights licensed in Clause 47.11(a) (*Delivery Partner Software and Delivery Partner Background IPRs*) only for purposes relating to the *Services* (or substantially equivalent services) or for any purpose relating to the exercise of the *Client's* (or any other Central Government Body's) business or function; and
 - (iii) the sub-licensee shall have executed a confidentiality undertaking in favour of the *Delivery Partner* in or substantially in the form set out in Annex 17-2; and
- (b) the rights granted under Clause Z47.11(a) (*Delivery Partner Software and Delivery Partner Background IPRs*) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:
 - (i) the sub-licence is on terms no broader than those granted to the *Client*; and

- (ii) the *Delivery Partner* has received a confidentiality undertaking in its favour in or substantially in the form set out in Annex 17-2 duly executed by the Approved Sub-Licensee.

Client's right to assign/novate licences

Z47.13 The *Client* may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause (a) (*Delivery Partner Software and Delivery Partner Background IPRs*) to:

- (a) A Central Government Body; or
- (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the *Client*.

Third Party Software and Third Party IPRs

Z47.14 The *Delivery Partner* shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in Annex 17-4 or approval is granted by the *Client* following a review by the *Client* and has in each case either:

- (a) first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the *Client* on a royalty-free basis to the *Client* and on terms no less favourable to the *Client* than those set out in clauses Z47.11(a) (*Delivery Partner Software and Delivery Partner Background IPRs*) and Clause Z47.13 (*Client's right to assign/novate licences*); or
- (b) complied with the provisions of Clause Z47.15 below.

Z47.15 If the *Delivery Partner* cannot obtain for the *Client* a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Clause Z47.14(a), the *Delivery Partner* shall:

- (a) notify the *Client* in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the *Delivery Partner* could seek to use; and
- (b) use the relevant Third-Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the *Client* has first approved in writing either:
 - (i) the terms of the licence from the relevant third party; or
 - (ii) use without a licence, with reference to the acts authorised and the specific IPR involved. In spite of any other provisions of this Framework Agreement and for the avoidance of doubt, award of this Framework Agreement by the *Client* and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

Z47.16 The *Delivery Partner* shall:

- (a) notify the *Client* in writing of all Third-Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and
- (b) unless instructed otherwise in writing by the *Client* in any case within 20 Working Days of notification pursuant to Z47.15(a), use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the *Client* on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Z47.17 Should the *Delivery Partner* become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the *Client* does not have a suitable licence, then the *Delivery Partner* must notify the *Client* within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

Termination and Replacement Suppliers

Z47.18 For the avoidance of doubt, the termination or expiry of this Framework Agreement shall not of itself result in any termination of any of the licences granted by the *Delivery Partner* or relevant third party pursuant to or as contemplated by Clauses Z47.7 to Z47.19.

Z47.19 The *Delivery Partner* shall, if requested by the *Client* (and where relevant in accordance with the Framework Exit Plan) and at the *Delivery Partner's* cost:

- (a) grant (or procure the grant) to any Replacement Supplier of:
 - (i) a licence to use any *Delivery Partner* Non-COTS Software, *Delivery Partner* Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the *Client* in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause Z47.18 and Z47.19 subject to receipt by the *Delivery Partner* of a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2, Schedule 17 (Software) duly executed by the Replacement *Delivery Partner*;
 - (ii) a licence to use any *Delivery Partner* COTS Software and/or *Delivery Partner* COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the *Delivery Partner*; and/or
- (b) use all reasonable endeavours to procure the grant to any Replacement *Delivery Partner* of a licence to use any Third-Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Patents

Z47.20 Where a patent owned by the *Delivery Partner* is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the *Client* or any

Replacement *Delivery Partner*, the *Delivery Partner* hereby grants to the Client and the Replacement *Delivery Partner* a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Framework Agreement.

Licences Granted by the Client

Z47.21 The *Client* hereby grants to the *Delivery Partner* a royalty-free, non-exclusive, non-transferable licence during the Term to use the Client Software, the Client Background IPRs, the Specially Written Software, the Project Specific IPRs and the Client Data solely to the extent necessary for performing the Services in accordance with this Framework Agreement and pursuant to the Work Order or Time Charge Order, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:

- (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the *Delivery Partner* on the same terms as set out in Clause Z43 (*Confidentiality*); and
- (b) the *Delivery Partner* shall not, without the *Client's* prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the *Client*.

Z47.22 The *Client* hereby grants to the *Delivery Partner* a royalty-free, non-exclusive, non-transferable licence during the Term to use the Client Software, the Client Background IPRs, the Specially Written Software, the Project Specific IPRs and the Client Data solely to the extent necessary for performing the Services in accordance with this Framework Agreement, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:

- (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the *Delivery Partner* on the same terms as set out in Clause Z43 (*Confidentiality*); and
- (b) the *Delivery Partner* shall not, without the *Client's* prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the *Client*.

Z47.23 In the event of the termination or expiry of this Framework Agreement, the licence granted pursuant to Clause Z47.21 and any sub-licence granted by the *Delivery Partner* in accordance with Clause Z47.21 shall terminate automatically on the date of such termination or expiry and the *Delivery Partner* shall:

- (a) immediately cease all use of the Client Software, the Client Background IPRs and the Client Data (as the case may be);
- (b) at the discretion of the *Client*, return or destroy documents and other tangible materials that contain any of the Client Software, the Client Background IPRs and the Client Data, provided that if the *Client* has not made an election within six (6) months of the termination of the licence, the *Delivery Partner* may destroy the documents and other tangible materials that contain any of the Client Software, the Client Background IPRs and the Client Data (as the case may be); and,

- (c) ensure, so far as reasonably practicable, that any Client Software, Client Background IPRs and Client Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Delivery Partner computer, word processor, voicemail system or any other Delivery Partner device containing such Client Software, Client Background IPRs and/or Client Data.

Open-Source Publication

Z47.24 The *Delivery Partner* agrees that the *Client* may at its sole discretion publish as Open-Source Software all or part of the Specially Written Software and any software element of the Project Specific IPRs following completion of the relevant Work Order or Time Charge Order or as the *Client* may specify in the relevant Work Order or Time Charge Order.

Z47.25 The *Delivery Partner* hereby warrants that the Specially Written Software and any software element of the Project Specific IPRs:

- (a) are suitable for release as Open Source and the Delivery Partner has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not allow a third party to use the Open-Source software to in any way compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs or the Client System;
- (b) have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using anything published as Open Source and that the Specially Written Software and the Project Specific IPRs;
 - (i) do not contain any Malicious Software;
 - (ii) do not contain any material which would bring the Client into disrepute upon publication as Open Source;
 - (iii) can be published as Open Source without breaching the rights of any third party; and
 - (iv) will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**")

Z47.26 The *Delivery Partner* shall ensure that the Open-Source Publication Material provided to the *Client* does not include any Delivery Partner Software or Delivery Partner Background IPRs save that which the *Delivery Partner* is willing to allow to be included in any Open Source publication. In such a case, the *Delivery Partner* hereby acknowledges that any such Delivery Partner Software or Delivery Partner Background IPRs will become Open Source and will be licensed and treated as such following publication by the *Client* and any third party that uses the Open-Source Publication Materials on the terms of the Open-Source licence used by the Client when publishing as Open Source.

Z47.27 The *Delivery Partner* may request in writing that the *Client* excludes all or part of:

- (a) the Project Specific IPR; or
- (b) Delivery Partner Existing IPR or Third Party IPR that would otherwise be included in the Open-Source Publication Material supplied to the Client pursuant to Clause Z47.25

from Open Licence publication.

Z47.28 Any decision to approve any such request from the *Delivery Partner* pursuant to clause Z47.27 shall be at the *Client's* sole discretion, not to be unreasonably withheld, delayed or conditioned.

Z47.29 The *Delivery Partner* hereby indemnifies the *Client* against all claims in which the *Client* is, or is threatened to be, a party for any alleged infringement of any IPR owned or claimed to be owned by any third party which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs arising from publication of the Specially Written Software and any software element of the Project Specific IPRs as Open Source under Clause Z47.24.

IPR Indemnity

Z47.30 The *Delivery Partner* shall at all times, during and after the Term, on written demand indemnify the *Client* and each other Indemnified Person, and keep the *Client* and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

Z47.31 If an IPRs Claim is made, or the *Delivery Partner* anticipates that an IPRs Claim might be made, the *Delivery Partner* may, at its own expense and sole option, either:

- (a) procure for the *Client* or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item
 - (ii) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
 - (iii) there is no additional cost to the *Client* or relevant Indemnified Person (as the case may be); and
 - (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.

Z47.32 If the *Delivery Partner* elects to procure a licence in accordance with Clause Z47.31(a) or to modify or replace an item pursuant to Clause Z47.31(b), but this has not avoided or resolved the IPRs Claim, then:

- (a) the *Client* may terminate this Framework Agreement (if subsisting) with immediate effect by written notice to the *Delivery Partner*; and
- (b) without prejudice to the indemnity set out in Clause Z47.30, the *Delivery Partner* shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

Use of the Framework Agreement by Others: Z48

Z48.1 *Others* may use this 2024 Mapping and Modelling Framework Agreement by entering into Work Orders or Time Charge Orders with the *Delivery Partner*. Where an *Other* does so any reference to the *Client* in the 2024 Mapping and Modelling

Framework Agreement shall be read as a reference to that *Other* except in respect of the following clauses, where, for the avoidance of doubt the *Other* shall not have the rights or obligations set out in these clauses:

- (a) Z7 Parent Company Guarantee
- (b) Z8 Performance Management
- (c) Z9 Framework Management
- (d) Z10 Quality Assurance
- (e) Z15 Termination and Suspension
- (f) Z20 Publicity, Media and Official Enquiries
- (g) Z27 Financial Information and Audit
- (h) Z28 *Delivery Partner* Development
- (i) Z29 Assignment and Novation
- (j) Z30 Prevention of Bribery and Corruption
- (k) Z31 Equality and non-discrimination
- (l) Z35 Variation
- (m) Z39 No Guarantee of Work
- (n) Z40 Income Tax and National Insurance Contributions
- (o) Z42 Mandatory Security and vetting procedures for Staff with access to the *Client's* IT systems
- (p) Z48.2 and Z48.3 of Use of the Framework Agreement by *Others*.

Z48.2 In order to use this 2024 Mapping and Modelling Framework Agreement the *Other* must have entered into a User Agreement with the *Client*. The *Delivery Partner* warrants that it will only enter into a Work Order or Time Charge Order with *Others* that can demonstrate that they have entered into a User Agreement with the *Client*. See Schedule 3 for further information.

Z48.3 The *Delivery Partner* warrants that it will not agree to any changes to the terms of the 2024 Mapping and Modelling Framework Agreement or mandatory terms in the Work Order or Time Charge Order templates proposed by any *Others* unless the *Client* has provided its consent to such amendments and such consent is evidenced in writing.

Compliance with Laws: Z49

Z49.1 The *Delivery Partner* shall ensure that it and its sub-contractors comply with all Laws in performing its obligations under the 2024 Mapping and Modelling Framework Agreement, any Work Order or Time Charge Order (including the Modern Slavery Act, Equality, Diversity and Inclusion Acts, and public procurement policy notes for Apprenticeship & Skill Development, Steel, Timber etc. referenced in the schedules of this 2024 Mapping and Modelling Framework Agreement Framework Agreement and Data Protection Legislation).

