



Ministry
of Defence

Schedule 1 Order Form

ORDER FORM

Framework Agreement

FROM

| | |
|-----------------------------------|--|
| Framework Participant: | Police Forces of British Overseas Territories British Sovereign Base Area Cyprus Sovereign Base Area Police (SBAP) |
| Service address: | [REDACTED] |
| Invoice address: | [REDACTED] Invoices will be processed by the Contractor electronically through Exostar. |
| Authorised Representative: | [REDACTED] |
| Order number: | To be quoted on all correspondence relating to this Order 701561378 |
| Order date: | 18 November 2021 |

TO

| | |
|--|----------------------------|
| Contractor: | Ford Motor Company Limited |
| For the attention of: E-mail: Telephone number: | [REDACTED] |
| Address: | [REDACTED] |
| 1. GOODS AND SERVICES REQUIREMENTS | |
| (1.1) Goods and Services required: 14 x Protected Personnel Carriers with commercial delivery to SBAP Cyprus (delivery information held at 3.3). Any works required under warranty for the base vehicle and conversion is to be carried out by Ford (using a local dealership within the Republic of Cyprus). | |

Ford shall provide guidance to the Authority for any repairs required not covered under warranty.

For clarity servicing will be carried out in house by the Authority with guidance to be provided by Ford.

(1.2) Service Commencement Date:

Following delivery of vehicles to SBAP, expected April – June 2022.

(1.3) Price payable by Framework Participant and payment profile:

Total Contract Cost: £1,024,888.90 ex VAT

Vehicle Unit Cost: [REDACTED]

Costing is inclusive of;

- All Mandatory items listed in the Framework Rate Card (Fords Commercial response).
- All Information items listed in the Framework Rate Card (Fords Commercial response).
- IVMA test for each vehicle
- Commercial shipping to Cyprus for each vehicle

Payment will be made in line with DEFCON 522 (11/17) – Payment and recovery of sums due.

Payment will be made in full following receipt of vehicles within British Forces Cyprus (BFC) and in line with acceptance criteria held at Appendix 1 of the Terms & Conditions.

BFC are VAT exempt.

(1.4) Completion date:

This contract will be completed by 30 September 2022.

Ongoing warranty support will continue past this completion date in line with the statement of requirements.

There are no extension options within this Contract.

3. PERFORMANCE OF THE GOODS AND SERVICES

(3.1) Key personnel of the Contractor to be involved in the Goods and Services:

Ford Motor Company Limited
Key personnel as detailed in Contractor details above.

(3.2) Performance standards:

As per the Statement the Statements of Requirements and KPI's set out in the Framework.

(3.3) Location(s) at which the Goods and Services are to be provided:

PPC vehicle works will be carried out at the Contractors premises.

The supplier is responsible for commercial shipment to Limassol New Port (Sea Port of Arrival) in Cyprus. Onward shipment from Limassol will be arranged by BFC logistics provider, CPPC Logistic Group of Companies.

Vehicles shall be labelled as below for delivery documentation:

[REDACTED]

Freight must not be directly addressed to CPPC Logistics Group or any third-party handling agents as this will incur delays and additional costs. Contractors will be liable for any costs incurred due to incorrect labelling.

A draft seaway bill must be sent to CPPC Logistics Group prior to shipping for their input and approval where required.

Services are to be delivered in Cyprus.

(3.4) Quality standards:

For the purposes of this contract the supplier must ensure quality standards are in line with Framework requirements.

(3.5) Contract monitoring arrangements:

SBAP will monitor contract progress through regular meetings and progress reports listed at 3.6 of this order form.

(3.6) Management Information and meetings

Reporting:

A two weekly status report will be provided for each vehicle which details vehicle location and build stage.

Ford Motor Company will provide a formal letter stating project progress, detailing various key milestones and order completion presented as a percentage of the contract value. This letter will provide a breakdown of completion against each of the 14 units ordered. Formal letters will be provided to the Authority:

- 31 January 2022
- 28 February 2022
- 31 March 2022

Meetings:

Contract kick-off & vehicle design meeting: Thursday 18th November

During this meeting the Contracting Authority and Supplier will introduce key members of the project team. Each party will ensure they understand their roles and responsibilities and agree on reporting/meeting formats for the contract.

During this meeting the Contracting Authority and supplier will review the vehicle specification and any Authority specific requirements detailing where any further information required from the Authority.

Progress meetings:

Progress meeting will be held monthly until base vehicles have been delivered for conversion. Following delivery progress meetings shall be held fortnightly.

Progress meetings will cover progress reports provided by the supplier. The supplier must ensure that progress reports are provided to the Authority 1 working day prior to progress meetings.

Pre-delivery inspection:

A British Forces Cyprus (BFC) representative will inspect vehicles at the Supplier premises and identify any issues that require correction before shipping.

The Contracting Authority will endeavour to inspect the vehicles in person, however where this is not possible the Supplier will provide a virtual inspection of the vehicle to be held over Microsoft Teams.

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Confidential Information:

As detailed in the Ford Tender Response Document

(4.2) Duration that the information shall be deemed Confidential Information:

For the life of Framework BLC-FLEET-0014 (Expiry 31 August 2025)

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Framework Participant to provide to the Framework Participant the Goods and Services specified in this Order Form incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Contractor and BlueLight Commercial on 31 August 2021.

For and on behalf of the Contractor:

| | |
|--|------------------|
| Name and title | [REDACTED] |
| Signature | [REDACTED] |
| Date | 21 November 2021 |
| Contractor's Authorised Representative for the Contract (if different) | |

For and on behalf of the Framework Participant:

| | |
|----------------|------------------|
| Name and title | [REDACTED] |
| Signature | [REDACTED] |
| Date | 18 November 2021 |

Appendix 1: Specification for the Goods and Services

Vehicles are to be provided in with the Framework statement of requirements and framework rate card (Fords Commercial response).

SBAP have listed Authority specific requirements below Line Reference correlates to the line reference within Fords commercial response.

| Line Ref | Heading | SBAP Requirement |
|----------|-------------------|------------------|
| 7 | Fuel Type | Diesel |
| 9 | Transmission | Automatic |
| 28 | Available Colours | Frozen White |

Appendix 1: Contractor's Tender

[REDACTED]

Schedule 2 Call-off Terms and Conditions

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1. INTERPRETATION

Definitions.

In this Contract, the following definitions apply:

“Acceptance” means that an Authorised Person has accepted that the Goods and Services as meeting the requirements of the Contract.

“Acceptance Date” means the date set out in the Delivery Plan whereby the delivery of the Goods are accepted by the Authorised Person.

“Authorised” means signed by an Authorised Person.

“Authorised Person” means the persons authorised either generally or specifically as such by the Framework Participant and the Contractor in relation to the Contract.

“Benchmarker” means the person appointed by the Framework Participant to conduct the Benchmark Review.

“Benchmark Report” means the report prepared by the Benchmarker following the Benchmark Review.

“Benchmark Review” means the process of comparing the Goods and Services against other provision as set out in the Specification or as subsequently agreed between the Parties.

“Business Continuity Event” means any incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services or any material interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“CDM Regulations” means the Construction (Design and Management) Regulations 2007.

“CEDR” means the Centre for Effective Dispute Resolution

“Chief Constable” means the Chief Constable of the same relevant policing area as the Framework Participant where the Framework Participant is a Police and Crime Commissioner.

“Commencement Date” means the date set out in the Contract Order Form.

“Conditions” means the terms and conditions (including any attached schedules) set out in this document from time to time.

“Confidential Information” means any and all:

- (a) information whether technical, operational commercial, financial or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, records, business plans, consumer research, analysis or experience) of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means (including on

electromagnetic or CD media or via telephone lines or radio or microwave) and whether stored electronically or otherwise which relates to a person's business, operations, products, developments, services, trade secrets, know-how, personnel, supplies, customers, victims, employees, police officers or the Services;

(b) notes, reports, analysis and reviews of, and any other information derived from, any information referred to in paragraph (a) above or which contains or is based in whole or in part upon such information;

(c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such; and

(d) all materials belonging to another person in respect of which the Parties owe obligations of confidentiality.

“Contract” means this contract between the Framework Participant and the Contractor for the supply of Goods and Services in accordance with these Conditions as set out in the Contract Order Form.

“Contracts Finder” means the Government's publishing portal for public sector procurement opportunities.

“Contract Manager” shall have the meaning as set out in clause 3.

“Contract Order Form” means the contract order form signed by the Framework Participant and the Contractor.

“Contract Period” means the period set out in the Contract Order Form.

“Data Controller” has the meaning set out in the Data Protection Act 1998.

“Data Protection Legislation” means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“Data Subject” has the meaning set out in the Data Protection Act 1998.

“Deliverables” means all documents, products and materials developed by the Contractor or its agents, contractors and employees as part of or in relation to the Goods and Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data specification and reports.

“Delivery” means as set out in clause 5 and shall include uses of the term “Delivers”.

“Delivery Date” means the date set out in the Contract Order Form.

“Delivery Instructions” means the instructions set out in the Contract for the provision of the Goods and Services, including any other information the Framework Participant considers appropriate to the provision of the Goods and Services.

“Delivery Plan” means the delivery plan agreed in writing and signed by the Contractor and relevant Framework Participant in regard to the delivery timeline of the Goods.

“Framework Participant” means BlueLight Commercial and the other Framework Participants (as defined in regulation 2 of the Regulations) described in the OJEU notice

“Framework Agreement” means the framework agreement for the provision of the Services between BlueLight Commercial and the Contractor.

“GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Good Industry Practice” means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the supply of goods and services similar to the Goods and Services under the same or similar circumstances as those applicable to the Contract.

“Goods” means the goods (or any part of them) set out in the Contract Order Form.

“Goods Specification” means any specification for the Goods, including any related plans and drawings that are set out in the Specification.

“Installation” means the installation of the Goods in the designated location and into the operating environment specified by the Framework Participant at the site and “Install” shall be interpreted accordingly.

“Intellectual Property Rights” means patents, copyright, registered and unregistered design rights, utility models, trademarks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

“Key Contacts” means the key contact details for both the Framework Participant and the Contractor as set out in the Contract Order Form.

“Key Personnel” means those individuals nominated by the Framework Participant as being of importance to the completion or delivery of the Services.

“Laws” means any law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body or any approval of any local authority or statutory undertaker having jurisdiction in relation to the Goods and Services or with whose systems the Goods and Services are, or are to be, connected, including, for the avoidance of doubt, the CDM Regulations, in each case from time to time.

“Material Breach” means a breach or an anticipatory breach that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

- (a) a substantial portion of this Contract; or
- (b) any of the obligations or warranties set out in this Contract,

for the remainder of the Contract.

“Order” means the official purchase order raised against the Contract by the Framework Participant.

“Order Amendment” means an issued and Authorised Order Amendment from the Framework Participant or series of Order Amendments.

“Party/Parties” means the party or parties to this Contract.

“Persistent Breach” means repeated breaches of any of the terms of this Contract in such a manner as to reasonably justify the Framework Participant’s opinion that the Contractor’s conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

“Personal Data” has the meaning set out in the Data Protection Act 1998.

“Premises” means the location(s) where the Goods and/or Services are to be delivered or performed.

“Rectification Plan” means a plan agreed in accordance with clause 15 for the resolution of a Service Failure.

“Regulations” means the Public Contracts Regulations 2015 and “Regulation” will be interpreted accordingly.

“Request” has the meaning set out in the Freedom of Information Act 2000 (**FOIA**), and the Environmental Information Regulations 2004 (**EIR**).

“Services” means the services, including without limitation any Deliverables, Installation, and consequential connection, testing, commissioning, servicing, maintenance or training to be provided by the Contractor under the Contract as set out in the Specification.

“Service Credits” means the sum attributable to a Service Failure as set out in the Specification attached to this Contract.

“Service Failure” means a failure by the Contractor to deliver any part of the Services or Goods in accordance with the Service Levels and/or Delivery Plan.

“Service Levels” means those levels of performance set out in the Service Specification or any service level agreement attached to this Contract.

“Services Specification” means the description or specification for Services that is set out in the Specification.

“Service Variation” means a variation to all or part the Services in accordance with clause 13.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

“Specification” means the Goods Specification and the Services Specification as attached to this Framework Agreement.

“Special Conditions” means the special conditions attached to this Contract Order Form.

“Support Agreements” means all agreements required to support the Goods and ensure that the Goods achieve their full life span potential including but not limited to maintenance agreements, licencing, warranties etc.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

1.2 Construction. In these Conditions:

- i. the masculine gender includes the feminine and neuter and vice versa;
- ii. the singular includes the plural and vice versa;
- iii. references to persons include bodies corporate, unincorporated associations and partnerships;
- iv. references to clauses are to clauses to this Contract;
- v. the headings of clauses are for convenience only and shall be disregarded in construing this Contract;
- vi. any reference to a statute or statutory provision includes a reference to any modification, consolidation or re-enactment of the provision for in force from time to time and all and any subordinate legislation in force from time to time made under it;
- vii. any obligation in this Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
- viii. general words shall not be given a restrictive interpretation by reasons of their being preceded or followed by words indicating a particular class of acts, matters or thing;
- ix. a reference to writing or writing does not include email or fax.

2. BASIS OF CONTRACT

- 2.1 Subject to clause 2.2 below, the Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Contract Order Form unless it is otherwise extended or terminated in accordance with the provisions of the Contract. The provisions of the Contract will apply throughout any such extended period.
- 2.2 For the avoidance of doubt the Contract shall take effect on the Commencement Date to trigger the Delivery Plan for the Goods but any associated Support Agreements shall not commence until the Acceptance Date.
- 2.3 Support Agreements are subject to their own commencement and termination date, which may be extended as necessary to ensure the life of the Goods is maximised.
- 2.4 The Framework Participant shall have the right, before delivery, to send the Contractor an Order Amendment in regard to the Goods adding to, deleting or modifying the requirements. If the Order Amendment will cause a change to the price or Delivery Date then the Contractor must suspend performance of the Order and notify the Framework Participant without delay of the new price and Delivery Date at the same level of cost and profitability as the original price. The Contractor must allow the Framework Participant 10 (ten) Business Days to consider any new price and Delivery Date. The Order Amendment shall take effect when, but only if, the Authorised Person accepts in writing the new price and Delivery Date within the time the Contractor

stipulates. If the Authorised Person fails to confirm the Order Amendment within the time the Contractor stipulates then performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that the Framework Participant may still exercise the right of cancellation in accordance with clause 2.5). Each Order Amendment shall have precedence over any earlier Order Amendment.

- 2.5 In addition to the Framework Participant's rights of cancellation of an Order under these Conditions, the Framework Participant may cancel any Order and any Order Amendment thereto in relation to the Goods at any time by sending the Contractor a notice of cancellation. The Contractor will comply with any written instructions that the Framework Participant may issue with regard to the Goods.

3. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

- 3.1 The Contractor and the Framework Participant shall keep each other updated of any changes in the Key Contacts.
- 3.2 The Contractor shall nominate a Contract Manager who shall have sufficient authority to ensure that required Service Levels are met, to ensure sufficient resources are allocated to the Contract and any Order, and to maintain performance to the Specification to pro-actively co-ordinate and communicate relevant orders and to provide comprehensive support and links between the Framework Participant and the Contractor, including sales support, information and advice on all of the Goods and Services. The Contract Manager shall be the prime contact between the Contractor and the Framework Participant and any notice, communication, information or instruction given or made to or by the Contract Manager shall be deemed given to or received by the Contractor. It shall be the responsibility of the Contract Manager to ensure all staff involved in the Contract or any Order are fully aware of their obligations.
- 3.3 Where applicable, the Contractor shall, at no charge to the Framework Participant, submit complete and accurate management information at such reasonable times as the Framework Participant may request in such form as may be agreed between the Parties at the commencement of the Contract and as varied from time to time throughout the duration of the Contract and the Contractor shall:
- (i) operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver the agreed management information to the Framework Participant; and
 - (ii) permit the Framework Participant to share such management information with any other crown bodies or third parties in connection with their normal operational business.

4. SUPPLY OF GOODS

4.1 The Framework Participant may order an individual vehicle or multiple vehicles together to arrive as set out in the Order Form and the Contractor shall ensure that the Goods shall:

- (a) be new and be free from defects in design, material and workmanship, correspond with their description and any applicable Goods Specification and with manufacturer's warranties for the period set out in the Contract Order Form.
- (b) conform with the Deliverables set out in the Specification and be fit for any purpose expressly or impliedly made known to the Contractor by the Framework Participant; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Contractor or made known to the Contractor by the Framework Participant expressly or by implication, and in this respect the Framework Participant relies on the Contractor's skill and judgement; and

comply with all applicable Laws including but not limited to any export or import requirements.

4.2 Where more than one vehicle is ordered and are to be delivered sequentially and the Contractor fails to deliver the first vehicle in accordance with the terms of the contract the Framework Participant shall have a unilateral right to cancel delivery of any subsequent vehicle and shall not be liable for any further payment for that vehicle to the Contractor and any payments made in regard to the same shall be returned to the Framework Participant as a debt due.

4.3 The Contractor warrants to the Framework Participant that that the Goods will be provided:

- (a) in a proper, skilful and workmanlike manner;
- (b) by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
- (c) in accordance with the Contract; and
- (d) to the reasonable satisfaction of the Authorised Person.

- 4.5 The Contractor warrants that to the extent that any associated Services are performed, they shall be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with Good Industry Practice.
- 4.6 The Contractor will make good at its expense any defect in the Goods that the Framework Participant discovers under proper usage during the first twelve months of actual use or 18 months from the date of Acceptance by the Framework Participant whichever period shall expire first. Such defects may arise due to faulty design or instruction as to the use of the Goods or inadequate or faulty materials or poor workmanship or any other breach of the Contractor's obligations whether in the Contract or at law.
- 4.7 The Contractor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract or in the Delivery of the Goods including but not limited to any import or export requirements.
- 4.8 Repairs or replacements necessary due to any breaches of this clause 4 will themselves be covered by this Contract for a period of 12 months from Acceptance of such repairs or replacements by the Framework Participant, including in accordance with clause 22.

5. DELIVERY OF THE GOODS AND TITLE

- 5.1 The Contractor shall ensure that:
- (i) the Goods are properly packaged to survive transit and storage without damage, clearly and legibly labelled and addressed. The Framework Participant will not be liable to pay for any pallets, packages or containers in which the Goods are supplied. All packaging must be clearly marked to show to whom it belongs. Any packaging that the Contractor requires returning will be done so at the Contractor's cost and risk;
 - (ii) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Framework Participant's Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (iii) if the Contractor requires the Framework Participant to return any packaging material to the Contractor, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Contractor at the cost of the Contractor.
- 5.2 The Contractor shall deliver the Goods:
- (i) on the date specified in the Contract Order Form, or, if no such date is specified, within the timescale agreed in this Contract;

- (ii) to the point of delivery stated in the Contract Order Form, or as instructed by the Framework Participant prior to delivery; and
 - (iii) during the Framework Participant's normal business hours, or as instructed by the Framework Participant.
- 5.3 If the Contractor fails to perform its obligations under clause 5.2 and this failure is attributable to the sole default of the Contractor, then the Framework Participant can give the Contractor a written notice specifying the times or the date(s) by which the Goods must be delivered, such times and date(s) to be reasonable in all the circumstances and, for this purpose, time is of an essence to the Contract. If the Contractor does not deliver the Goods within the times or on the date(s) set out in the notice, the Framework Participant shall have the right to refuse any further Goods and/or terminate the Contract immediately without penalty to the Framework Participant. However the Framework Participant shall not exercise its right of termination unreasonably or vexatiously. The Framework Participant shall also be entitled to purchase other goods of the same or similar description and will be entitled to recover from the Contractor the difference between the cost of the alternative Goods purchased (subject to the limit of liability clause as set out on clause 23) and the cost which would have been payable to the Contractor for the Goods which should have been provided by the Contractor. This shall be without prejudice to any other remedies set out in clause 22.1.
- 5.4 Where the Goods are delivered by the Contractor to the Framework Participant delivery shall occur when the Goods are removed from the transporting vehicle, delivered in accordance with the delivery instructions and upon the signature by a representative of the Framework Participant to whom the Contractor has been instructed to effect delivery. Where the Goods are collected by the Framework Participant, delivery shall occur when they are loaded onto the Framework Participant's vehicle and signed for by a representative of the Framework Participant.
- 5.5 The Contractor shall not deliver the Goods in instalments without the Framework Participant's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Contractor to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Framework Participant to the remedies set out in clause 22.1.
- 5.6 Except where otherwise provided in the Contract, delivery shall include the uploading or stacking of the Goods by the Contractor at such places as the Framework Participant may reasonably direct.
- 5.7 The issue by the Framework Participant of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods. The Framework Participant shall not be deemed to have accepted any Goods other than in accordance with clause 6.

- 5.8 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Framework Participant which prevents or hinders, or may prevent or hinder the Contractor from supplying the Goods and Services in accordance with the Contract, the Contractor shall inform, in writing, the Framework Participant as soon as reasonably practicable.
- 5.9 Title and risk in the Goods shall pass to the Framework Participant on completion of Delivery.

6. ACCEPTANCE

- 6.1 Strictly subject to clause 6.2 below the Goods ordered under the terms of this Contract shall only be accepted subject to the successful completion of the agreed Acceptance Testing, as set out at in the Appendix 1.
- 6.2 The Framework Participant shall have the right to reject the Goods and Services in whole or in part whether or not paid for in full or in part within a reasonable time of delivery or performance (notwithstanding the commencement by the Framework Participant using the Goods or enjoying the benefit of the Services) if they do not conform to the requirements of the Contract.

7. CONSUMABLES

- 7.1 The Framework Participant reserves the right to procure consumables to be used on or with the Goods from the Contractor or such other source as the Framework Participant deems appropriate. Such procurement of consumables from a source other than Contractor shall not invalidate the Framework Participant's rights under the Contract and in no way affect the provisions of clauses 4.1 and 4.2 or otherwise provided that the consumables utilised meet the minimum standards as published by the Contractor or the manufacturer of the Goods, or where no published standards are available, the standards generally accepted as being appropriate to the consumable supplies for use on or with the Goods concerned.
- 7.2 In the event that the Contractor shall claim that the use of specific consumables is adversely affecting the standards of performance of the Goods and/or increasing the cost to the Contractor of meeting its obligations to provide repair or maintain the Goods it shall be for the Contractor to prove that the consumables do not meet the requisite minimum standards, and are affecting the Goods and/or increasing the Contractor's costs. If the Contractor shall prove that the consumables do not meet the requisite minimum standards the Framework Participant shall cease using the consumables concerned and procure alternative consumables which meet the standards required.

8. SPARES

- 8.1 The Contractor shall make available to the Framework Participant, or any nominated third party maintenance provider, on request, with reasonable dispatch and at reasonable prices, all spares and replacement parts for the Goods as the Framework Participant shall require.
- 8.2 The Contractor shall maintain a supply of such spares or replacement parts for a period of ten (10) years from the date of Delivery or the Acceptance Date, whichever is the latest.
- 8.3 Such spares or replacement parts shall be fully compatible with, and maintain as a minimum the same levels of performance as the Goods originally supplied, but need not be identical to those items.
- 8.4 If during the period set out in clause 8.2 the Contractor or the Contractor's sub-contractor intends to discontinue the manufacture of spares or replacement parts for the Goods the Contractor shall forthwith give notice to the Framework Participant of such intention and supply where possible to the Framework Participant at no extra cost a perpetual, royalty free, worldwide non-exclusive license to use all of the relevant Intellectual Property Rights in all designs, tools, drawings or other items necessary for the Framework Participant to procure replacement spares from any third party.

9. OPERATING MANUALS AND AS-FITTED DRAWINGS

The Contractor shall supply to the Framework Participant all operating manuals and other documentation necessary for the satisfactory operation of the Goods. If after the Acceptance Date the operating manuals and documentation need updating or replacing the Contractor shall be responsible for notifying the Framework Participant of the availability of such updates or replacements and shall supply them at reasonable prices Framework Participant the operating manuals and other documentation in the media format in which they are available at the appropriate time.

10. ATTACHMENT TO THE GOODS

- 10.1 The Framework Participant shall have the right to attach to, or install into or onto the Goods any other items or goods (including but not limited to software) which the Framework Participant considers to be appropriate and necessary to enable the Goods to be utilised to the fullest extent as required by the Framework Participant. If the Framework Participant attaches or installs such items or goods then this shall not have the effect of degrading the performance of the Goods and shall not relieve the Contractor from meeting its obligations under the Contract provided that:
- (i) the goods attached or installed are not specified in any of the Contractor's and/or the manufacturer's published specifications as having the effect of degrading the standards of performance or invalidating the Framework Participant's rights under the Contract; and

- (ii) the Contractor has not otherwise notified the Framework Participant in writing that the attachment or installation of specific goods will degrade the standards of performance or invalidate the Framework Participant's rights under the Contract; and
- (iii) the goods have been attached or installed in accordance with the published instructions of the Contractor.

10.2 Subject to clause 10.1, in the event that the attachments and/or installation is made by the Framework Participant and the Contractor can prove that such attachment or installation is adversely affecting the standard of performance of the Goods then the Contractor shall be entitled to be reimbursed any associated direct costs which the Contractor can demonstrate as being reasonably and necessarily incurred in returning the Goods to the normal standards of performance in accordance with this Contract as a direct result of the attachment or installation made by the Framework Participant (other than where such attachment or installation has been with the approval of the Contractor).

11. HAZARDOUS GOODS AND SAFETY

11.1 Where the Goods comprise or include substances hazardous to health, the Contractor will supply to the Framework Participant on or before Delivery all data necessary to allow the Framework Participant to form a suitable and sufficient assessment of the attendant risks and of the steps that need to be taken in order to meet the requirements of all applicable Laws.

11.2 All hazardous Goods must be clearly marked and display the name of the material in English and be delivered in such manner as is appropriate in view of the nature of the hazardous Goods. Transport and other documents must include a declaration of the hazard and the name of the material in English. The Goods must be accompanied by emergency information in English.

11.3 Without prejudice to the generality of clause 11.1, unless specifically required under the Contract, there shall be no asbestos content in the Goods.

11.4 If the Services contain any element which is notifiable for the purposes of the CDM Regulations then the Contractor shall be the principal contractor under the CDM Regulations in respect of those Services and shall perform all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

11.5 The Contractor shall promptly notify the Framework Participant of any health and safety hazards, which may arise in connection with the performance of the Contract. The Framework Participant shall promptly notify the Contractor of any health and safety hazards that may exist or arise at the Premises and that may affect the Contractor in the performance of the Contract.

- 11.6 While on the Premises, the Contractor shall comply with any health and safety measures implemented by or on behalf of the Framework Participant in respect of employees, subcontractors and agents of the Contractor and other persons working or present on those Premises.
- 11.7 The Contractor shall notify the Framework Participant immediately in the event of any incident occurring in the performance of the Contract on the Premises where that incident causes any personal injury or damage to property or the creation of a risk that could give rise to personal injury.
- 11.8 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees, subcontractors and agents of the Contractor and other persons working on the Premises in the performance of the Contract.
- 11.9 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Framework Participant on request.

12. SUPPLY OF SERVICES

- 12.1 The Contractor shall from the Commencement Date and for the duration of this Contract provide the Services to the Framework Participant in accordance with the terms of this Contract.
- 12.2 The Contractor shall meet any performance dates for the Services specified in the Contract Order Form or notified to the Contractor by the Framework Participant.
- 12.3 In providing the Services, the Contractor shall:
- (i) co-operate with the Framework Participant in all matters relating to the Services, and comply with all reasonable instructions of the Framework Participant;
 - (ii) perform the Services with the best care, skill and diligence in accordance with Good Industry Practice;
 - (iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with this Contract;
 - (iv) replace promptly any of its employees who, the Framework Participant shall have reasonably decided have failed to carry out their duties with reasonable skill and care with another person with the necessary training and skills to meet the requirements of the Contract;
 - (v) ensure the Services and the Deliverables will conform with all descriptions and specifications set out in the Specification and shall be fit for any purpose

expressly or impliedly made known to the Contractor by the Framework Participant;

- (vi) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (vii) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to the Framework Participant will be free from defects in workmanship, installation and design;
- (viii) obtain and at all times maintain all necessary licences and consents and comply with all applicable Laws;
- (ix) hold all materials, equipment and tools, drawings, specifications and data supplied by the Framework Participant to the Contractor ("the Framework Participant's Materials") in safe custody at its own risk, maintain the Framework Participant's Materials in good condition until returned to the Framework Participant and not dispose of or use the Framework Participant's Materials other than in accordance with the Framework Participant's written instructions or authorisation;
- (x) not do or omit to do anything which may cause the Framework Participant to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Contractor acknowledges that the Framework Participant may rely or act on the Services; and
- (xi) provide the Services via the Key Personnel (if any) who shall not be released from providing the Services to the Framework Participant, except for reason of sickness, maternity leave, paternity leave, termination of employment or because the Framework Participant has requested they be removed, or the element of the Service in respect of which the individual was engaged has been completed to the Framework Participant's satisfaction or other extenuating circumstances explained to the Framework Participant. Any replacements for the Key Personnel shall be subject to the agreement of the Framework Participant and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor.

12.4 The Contractor shall provide general advice free of charge, in so far as telephone or e-mail can provide this quickly and easily. If detailed consideration is required then an additional charge may be agreed with the Framework Participant.

13. SERVICE VARIATION

13.1 Subject to the provisions of this clause 13, either Party may request a Service Variation.

- 13.2 Where the Framework Participant requests a Service Variation it shall notify the Contractor in writing (by way of Contract Change Notice if appropriate) and give the Contractor sufficient information to assess the extent and effect of the Service Variation, as follows:
- (i) where the request relates to an increase in the price to be paid by the Framework Participant the Contractor shall respond within 15 Business Days demonstrating the necessity for any change to the price for those services.
 - (ii) when the request relates to a decrease in the Services or the price to be paid by the Framework Participant the Contractor will respond within 15 Business Days showing the effect of the reduction along with such supporting evidence that the Framework Participant shall require.
- 13.3 Where the Contractor requests a Service Variation it shall provide the Framework Participant with sufficient information to assess the extent and effect of the Service Variation including demonstrating the necessity for any change to the price to be paid by the Framework Participant for those services.
- 13.4 Once the other Party has had the reasonable period as requested by the requesting Party to consider the Service Variation requested each shall notify the others of their decision to accept or reject the Service Variation request.
- 13.5 If the Parties agree any Service Variation they shall confirm the same in writing and amend the Contract accordingly by way of Contract Change Notice if appropriate.
- 13.6 In the event that the Parties are unable to agree any Service Variation or the Contractor has not responded to the Framework Participant's request for a Service Variation within the reasonable period referred to in clause 13.2, the Framework Participant may;
- (i) allow the Contractor to fulfil its obligations under the Contract without the variation; or
 - (ii) terminate all or part of the Service with immediate effect if the Framework Participant reasonably considers the Service Variation to be critical to delivery of the Contract.

14. SERVICE LEVELS AND CREDITS

- 14.1 The Contractor shall ensure that the Services meet or exceed the Service Levels at all times.
- 14.2 The Contractor shall provide the Framework Participant with a monthly report detailing its performance in respect of each of the Service Levels if requested by the Framework Participant.
- 14.3 If there is a Service Failure, the Contractor shall:

- (i) notify the Framework Participant immediately of the Service Failure;
- (ii) provide the Framework Participant with a Rectification Plan in accordance with clause 15;
- (iii) deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and
- (iv) carry out the actions identified in the Rectification Plan in accordance with its terms.

14.4 The Contractor shall automatically credit the Framework Participant with the applicable Service Credits as set out in the Specification if any. Service Credits shall either be shown as a deduction from the amount due from the Framework Participant to the Contractor in the next invoice then due to be issued under this Contract, or the Contractor shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Contractor as a debt within 20 Business Days of issue of the credit note. The Parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Framework Participant.

14.5 The Framework Participant and the Contractor shall review the Service Levels annually throughout the duration of the Contract and make any changes in accordance with any agreed variation to the Contract in accordance with clause 13 to reflect changes in the Service Levels.

15. RECTIFICATION PLAN

15.1 If the Contractor commits a Service Failure, the Framework Participant may serve a rectification notice to the Contractor which shall specify the Service Failure in outline and the actions the Contractor needs to take with respect to remedying the Service Failure ("**Rectification Notice**").

15.2 The Framework Participant shall be under no obligation to initiate this rectification process if it has issued a notice of termination pursuant to clause 25.3 or 25.4.

15.3 Within the time frame specified in the Rectification Notice, the Contractor shall either:

- (i) submit a draft Rectification Plan, even if it disputes that it is responsible for the matters which are the subject of the Rectification Notice; or
- (ii) inform the Framework Participant that it does not intend to submit a Rectification Plan, in which event the Framework Participant shall be entitled to terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Framework Participant.

15.4 The Framework Participant shall either approve the draft Rectification Plan within 10 Business Days of its receipt or as soon as reasonably practicable, or it shall inform the Contractor why it cannot accept the draft Rectification Plan. In such circumstances, the

Contractor shall address all such concerns in a revised Rectification Plan, which it shall submit to the Framework Participant within 5 Business Days of its receipt of the Framework Participant's comments or by such date as stipulated by the Framework Participant.

- 15.5 Once agreed, the Contractor shall immediately start work on the actions set out in the Rectification Plan.
- 15.6 If, despite the measures taken under clause 15.4, the revised Rectification Plan cannot be agreed within 10 Business Days or as soon as reasonably practicable then the Framework Participant may elect to end the Rectification Plan process set out above and terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Framework Participant.
- 15.7 If a Rectification Plan is agreed between the Parties, but the Contractor fails to implement or successfully complete the Rectification Plan by the required Rectification Plan completion date, the Framework Participant may:
- (i) terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Framework Participant; or
 - (ii) give the Contractor a further opportunity to resume full implementation of the Rectification Plan; or
 - (iii) escalate any issues arising out of the failure to implement the remediation plan under the dispute resolution procedure set out in clause 40.
- 15.8 If, despite the measures taken under clause 15.7 (ii), the Contractor fails to implement the Rectification Plan in accordance with its terms, the Framework Participant may elect to end the rectification plan process and refer the matter for resolution by the dispute resolution procedure set out in clause 40 or terminate the Contract immediately or upon the expiry of a notice period specified in the termination notice.
- 15.9 The Framework Participant shall not be obliged to follow this rectification process if there is a repetition of substantially the same Service Failure as had previously been addressed in a Rectification Plan within a reasonable period following the conclusion of such previous Rectification Plan. In such event, the Framework Participant may terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Framework Participant.

16. PROGRESS AND INSPECTION

- 16.1 The Contractor shall at its expense provide any programmes for the provision of the Goods and Services delivery that the Framework Participant may reasonably require. Such programmes shall be agreed with the Framework Participant.

- 16.2 The Contractor shall notify the Framework Participant, in writing, without delay if manufacturing or production progress falls behind or may fall behind any of these programmes.
- 16.3 The Framework Participant shall have the right to check progress at the Contractor's manufacturing facilities or offices (including home working) or the offices (including home working) of the Contractor's sub-contractors at all reasonable times to inspect and to reject the Goods and Services that do not comply with the Contract. The Contractor's sub-contracts shall reserve such rights for the Framework Participant.
- 16.4 Any inspection or approval shall not relieve the Contractor from its obligations under the Contract.

17. BENCHMARK

- 17.1 The Framework Participant may, by written notice, require a Benchmark Review of any or the entire price paid by the Framework Participant for the Goods and/or Services Specification and for the Service Levels.
- 17.2 Subject to clause 17.3 if any Benchmark Review determines that any or all of the price paid by the Framework Participant for the Goods, Services and/or the Service Levels are not comparable to, or better than, the terms offered by the Contractor to any of its similarly situated commercial customers of equal or lesser size for comparable products or services, the Framework Participant may require the Contractor to reduce the price and/or implement improvements to the Services or the Service Levels in accordance with the relevant Benchmark Report within 3 months of receipt of the Benchmark Report.
- 17.3 Any amendment to price for the Goods, Services and/or the Service Levels in accordance with the Benchmark Report shall be deemed agreed in accordance with the terms of clause 13 without cost to the Framework Participant.
- 17.4 The Framework Participant shall be notified of the Benchmark Report and any amendment to the Price of the Goods and/or Services in accordance with this Contract.

18. PRICE AND PAYMENT

- 18.1 The price of the Goods shall be the price set out in the Contract Order Form or determined in accordance with the schedule of rates attached to the Contract if any.
- 18.2 The price of the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Framework Participant.

- 18.3 If any import or similar duty is payable where the Goods are imported into the United Kingdom from abroad, the Contractor will be responsible for paying it notwithstanding that the duty may subsequently be recoverable from the United Kingdom authorities. The Framework Participant will lend reasonable co-operation to the Contractor in applying to recover duty from the United Kingdom authorities so far as it is reasonable for a Framework Participant to do so. Any duty recovered will be retained by the Contractor if the price of the Goods excludes import duty. Any duty recovered by the Contractor will be paid to the Framework Participant if the price of the Goods includes import duty. If the Contractor is unable to recover the import duty from the United Kingdom authorities in no circumstances will this be recoverable from the Framework Participant.
- 18.4 Subject to any applicable Service Credits and any Benchmark Review (conducted in accordance with this Contract or by the Framework Participant in accordance with any framework agreement under which this Contract was awarded to the Contractor) the price of the Services shall be set out in the Contract Order Form or determined in accordance with the Contract, and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by the Framework Participant, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 18.5 Where appropriate, the price shall include the cost of instructing and training the Framework Participant's personnel in the use, operation and exploitation of the Goods and Services. All instructions and training shall be provided in accordance with this Contract.
- 18.6 The Contractor shall invoice the Framework Participant as agreed in writing between the Parties. Each invoice shall include such supporting information required by the Framework Participant to verify the accuracy of the invoice, including but not limited to the relevant Order number.
- 18.7 Invoices to the Framework Participant must be sent or emailed to the contact details given in the Order and must be correctly addressed with the full Order number quoted.
- 18.8 The Framework Participant shall pay correctly rendered and undisputed invoices within 30 days of receipt of the invoice ("the Due Date"). Payment shall be made to the UK bank account held in the name of the Contractor and nominated in writing by the Contractor, such payment system to support or interact electronic security payment systems if any.
- 18.9 All amounts payable by the Framework Participant under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Contractor to the Framework Participant, the Framework Participant shall on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect

of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

18.10 If a Party fails to make any payment due to the other under the Contract by the Due Date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.

18.11 The Framework Participant may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Contractor against any amounts payable by it to the Contractor under the Contract.

18.12 Whenever, under the Contract any sums of money shall be recoverable from or payable by the Contractor the same may be deducted from any sums then due, or which at any time, thereafter may become due to the Contractor under this Contract or under any other agreement or contract with the Framework Participant or with any other department within the Framework Participant.

19. WORK ON THE PREMISES

19.1 If the Contract involves any Goods and Services which the Contractor Delivers or performs on the Premises then the following clauses shall apply:

- (i) the Contractor shall ensure that the Contractor and their employees, sub-contractors and their employees and any other persons associated with the Contractor will adhere in every respect to all applicable Laws;
- (ii) the Contractor shall ensure that the Contractor and their employees, sub-contractors and their employees and any other person associated with the Contractor will comply with any regulations or Framework Participant's policies that the Framework Participant may notify to the Contractor in writing including any health and safety policies and security arrangements; and
- (iii) when required, the Contractor and their employees, sub-contractors and their employees shall comply with any security requirements including a right to search when entering or leaving the Premises and being escorted in certain areas. The Framework Participant reserves the right to remove from the Premises anyone suspected of being under the influence of alcohol, or any other substance which has the effect of impairing performance.

19.2 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the Framework Participant's prior written consent.

- 19.3 Access to the Premises shall not be exclusive to the Contractor any only such as shall enable the performance of the Contract concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Framework Participant may reasonably require.
- 19.4 The Framework Participant shall have the power at any time during the progress of the Contract to order in writing:
- (i) the removal from the Premises of any materials which in the Framework Participant's reasonable opinion are either hazardous or not in accordance with or in breach of the Contract; and
 - (ii) the substitution of proper and suitable materials; and
 - (iii) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work or Goods and Services which, in respect of material or workmanship, is not in the Framework Participant's reasonable opinion in accordance with the Contract.
- 19.5 On completion or termination of the Contract the Contractor shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Contract and leave the Premises in a neat and tidy condition within the timescales instructed to the Contractor by the Framework Participant and make good any damage caused to the reasonable satisfaction of the Framework Participant.
- 19.6 The Contractor shall ensure that their employees, sub-contractors and their employees and any other persons associated with Contractor shall be dressed appropriately where applicable. The Framework Participant reserves the right to remove from the Premises anyone who is, in the Framework Participant's absolute discretion, not complying with this requirement.
- 19.7 Any land or Premises made available from time to time to the Contractor by the Framework Participant in connection with the Contract shall be made available to the Contractor on a non-exclusive basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligation under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 19.8 The Contractor shall limit access to the land or Premises to such personnel as is necessary to enable it to perform its obligations under the Contract.
- 19.9 The Contractor agrees that there is no intention on the Framework Participant's part to create a tenancy of any nature whatsoever in favour of the Contractor or its personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Framework Participant retains the right at any time to use any Premises owned or occupied by the Framework Participant in any manner it sees fit.

19.10 The Framework Participant's decision as to whether any person is to be refused access to any Premises occupied by or on behalf of the Framework Participant shall be final and conclusive and the Contractor shall replace promptly any such person to ensure that its requirements under the Contract are met.

19.11 The Contractor shall bear the cost of or costs arising from any notice, instructions or decision of the Framework Participant under this clause 19.

20. COMPLIANCE WITH APPLICABLE LAWS

20.1 The Contractor shall (at no additional cost to the Framework Participant) at all times carry out and provide the Goods and Services in compliance with all Laws. The Contractor shall maintain such records as are necessary pursuant to such Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Framework Participant (or its authorised representative).

20.2 The Contractor shall neither be relieved of its obligations to supply the Goods and Services in accordance with the terms of the Contract nor be entitled to an increase in the price as the result of any modifications to the Laws.

20.3 Without prejudice to clause 20.2, the Contractor shall monitor and shall keep the Framework Participant informed in writing of any changes in the Laws which may impact the Goods and Services and shall provide the Framework Participant with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.

20.4 The Contractor shall consult with the Framework Participant (and wherever possible agree with the Framework Participant) on the manner, form and timing of changes it proposes to make to meet any changes in Laws where they would impact the Goods or Services. The Contractor shall not implement any change, without the Framework Participant's prior written agreement, which would have an adverse effect on the Contractor's ability to provide the Goods and Services in accordance with the Specification.

20.5 Without prejudice to the rest of this clause 20, the Contractor shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this clause 20.

21. SERVICE IMPROVEMENT AND TECHNOLOGY REFRESH

21.1 The Contract Manager and an Authorised Person shall have regular meetings as agreed to monitor and review the performance of this Contract, the achievement of the Service Levels and the provision of the Services. Such meetings shall be minuted by the Authorised Person where appropriate and copies of any such minutes shall be circulated to and approved by both Parties.

- 21.2 Prior to each meeting, the Authorised Person shall notify the Contract Manager, and vice versa, of any issues relating to the provision of the Services for discussion at the meeting. At the meeting, the Parties shall agree a plan to address such issues. In the event of any issue being unresolved, or a failure to agree on the plan, the procedures set out in clause 15 shall apply. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 21.3 The Contractor shall, at its own cost, submit and promptly inform the Framework Participant of any new and evolving relevant technologies and processes which could improve the Goods and Services. Such report shall be provided in sufficient detail to enable the Framework Participant to evaluate properly the benefits of the new technology or process and, at the Framework Participant's request, the Contractor shall make available to the Framework Participant the new Goods and Services on the terms on which they are generally made available to the Contractor's customers by the Contractor.
- 21.4 If the Framework Participant wishes to incorporate any improvement identified by the Contractor pursuant to clause 21.3, the Parties shall discuss the implementation of the associated change provided always that if the Contractor's costs in providing the Services as a result of any such change implemented by the Framework Participant are reduced, a reasonable proportion as agreed of the cost savings shall be passed on to the Framework Participant by way of a consequential and immediate reduction in the price for the Services.

22. REMEDIES AND INSURANCE

- 22.1 If the Contractor fails to deliver the Goods on the Delivery Date and/or perform the Services by the applicable date(s), or if the Goods or Services do not comply with the warranties and obligations set out in clauses 4 or 12 or the terms of the Contract, then, without limiting any of its other rights or remedies, the Framework Participant shall have the right to any one or more of the following remedies:
- (i) to terminate the Contract in accordance with clause 25;
 - (ii) to reject the Goods (in whole or in part) and require the Contractor to arrange collection of them at the Contractor's own risk and expense;
 - (iii) to require the Contractor to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (iv) to require re-performance of the Services;
 - (v) to refuse to accept any subsequent performance of the Services (or part thereof) and/or delivery or attempted delivery of all or some of the Goods from the Contractor;
 - (vi) to recover from the Contractor any reasonable costs properly incurred by the Framework Participant in obtaining substitute goods and/or services from a third party; and/or

- (vii) to claim damages for any other costs, loss or expenses incurred by the Framework Participant which are in any way attributable to the Contractor's failure to carry out its obligations under the Contract.

22.2 The Contractor shall keep the Framework Participant (and the Chief Constable if applicable) indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Framework Participant (and the Chief Constable if applicable) as a result of or in connection with:

- (i) any claim made against the Framework Participant (and/or the Chief Constable if applicable) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;
- (ii) any claim made against the Framework Participant (and/or the Chief Constable if applicable) by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its employees, agents or subcontractors;
- (iii) any claim made against the Framework Participant (and/or the Chief Constable if applicable) by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Services, to the extent that the defect in the Goods or Services is attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors;
- (iv) the provision of the Goods and Services, including advice and recommendations made and accepted by the Framework Participant (and/or the Chief Constable if applicable) and not being in accordance with the Specification;
- (v) any Installation and/or any Goods and Services and/or advice given or anything done or omitted to be done under, or in connection with the Contract by the Contractor; and
- (vi) any damage to the Framework Participant property or Premises (including any materials, tools or patterns sent to the Contractor for any purpose).

This clause 22.2 shall survive termination of the Contract.

22.3 The Framework Participant's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law and any equitable remedy.

22.4 The Contractor must take out and maintain insurance adequate to cover the risks set out in the Contract and in any event shall take out and maintain the following insurance coverages:

- (i) Product Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or series of claims that may arise; and
- (ii) Professional Indemnity Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or series of claims that may arise; and

- (iii) Public Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or series of claims that may arise; and
- (iv) Employer Liability Insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or a series of claims that may arise;
- (v) Any other insurance coverage which is set out in the Specification.

22.5 The Contractor will take out and maintain such insurances as set out in this clause 22.4 with a reputable insurance company and shall at the Framework Participant's request provide evidence of the insurance policy or policies and of payment of the premiums. The Contractor's failure to maintain such insurances or satisfy the Framework Participant, acting reasonably, that such insurances have been maintained, shall be treated as a Material Breach and shall give the Framework Participant the right to terminate the Contract in accordance with clause 25.

23. LIABILITY

23.1 Neither Party excludes or limits its liability for:

- (i) death or personal injury caused by its negligence or that of its employees, agents or sub-contractors (as applicable);
- (ii) fraud or fraudulent misrepresentation by it or its employees;
- (iii) the wilful abandonment by the Contractor of its obligations in relation to the provision of the Services; or
- (iv) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

23.2 Subject to clause 23.1, neither Party will be liable to the other Party for:

- (i) indirect loss or damage;
- (ii) special loss or damage;
- (iii) consequential loss or damage;
- (iv) loss of profits (whether direct or indirect);
- (v) loss of turnover (whether direct or indirect);
- (vi) loss of business opportunity (whether direct or indirect); and/or
- (vii) damage to goodwill (whether direct or indirect),

and in each case, even if that Party was aware of the possibility of such loss or damage to the other.

23.3 Subject to clauses 23.1 and 23.2, the provisions of clause 23.4 shall not be taken as limiting the right of the Framework Participant to, amongst other things, recover from the Contractor as a direct loss:

- (a) any additional operational and/or administrative costs and expenses; and/or
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Framework Participant; and/or
- (c) damage due to the loss of data if any, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from any act or omission of the Contractor.

23.4 If any limitation or provision contained or expressly referred to in this clause 23 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 23.

23.5 Nothing in this clause 23 shall affect a Party's general duty to mitigate its loss.

24. SUSPENSION

24.1 Without limiting its other rights or remedies the Framework Participant may suspend the Contract in whole or in part by giving written notice of such suspension to the Contractor if the Contractor or any of their employees or agents are or become;

- (a) subject to a criminal investigation in respect of allegations arising out of or relating to their professional practice whether in respect of work undertaken in performance of the Contract or otherwise; or
- (b) subject to a criminal investigation relating to an allegation, which if substantiated, would constitute a breach of the terms of this Contract; or
- (c) subject to any allegation of professional negligence; or
- (d) subject to investigation by a relevant regulatory body in respect of any alleged breach of a relevant code of practice.

24.2 The Contractor must inform the Framework Participant immediately upon becoming aware of any of the matters set out above.

24.3 The Framework Participant shall have no liability to accept delivery of any Goods during the period of suspension and the sums payable by the Framework Participant under the Contract shall be reduced during the period of suspension by an amount equivalent to the value of the Services suspended for the duration of such suspension and the Framework Participant shall have no liability whatsoever to make any payment to the Contractor of any sums withheld during the period of suspension.

24.4 For the avoidance of doubt the Framework Participant will be entitled during any period of suspension to engage other Contractor to provide the Goods and / or Services which the Contractor is unable to provide by reason of the suspension.

24.5 Following a suspension pursuant to clause 24.1 above the Framework Participant shall keep the matter under review and should the reasons for the suspension be resolved

to the satisfaction of the Framework Participant then the Framework Participant may give written notice lifting suspension of the Contract.

24.6 For the avoidance of doubt, if the investigations or allegations at clause 24.1 are substantiated this will constitute a Material Breach for which the Framework Participant reserves the right to terminate the Contract under clause 25 below.

25. TERMINATION

25.1 Without limiting its other rights or remedies, the Framework Participant may terminate the Contract in respect of the supply of the Goods and Services or part of such supply by giving the Contractor 6 months' written notice.

25.2 The Framework Participant may terminate this Contract in the circumstances provided for under clauses 15.3, 15.8 or 15.9.

25.3 The Framework Participant may immediately terminate this Contract where:

- (i) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9); or
- (ii) the Contractor has, at the time of contract award, been in one of the situations referred to in Regulation 57(1), including as a result of the application of Regulation 57(2), and should therefore have been excluded from the procurement procedure; or
- (iii) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on European Union and the Public Contracts Directive 2014/24 or the Treaty on the Functioning of the European Union that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

25.4 Either Party may terminate the Contract with immediate effect or upon the expiry of a notice period specified in the termination notice served on the other Party if:

- (i) the other Party commits a Material or Persistent Breach of the Contract and (if such breach is remediable) fails to remedy that breach to the satisfaction of the Framework Participant within the reasonable timescale as specified by the Framework Participant, after issue of a written notice specifying the breach and requesting it to be remedied;
- (ii) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

- (iii) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (iv) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party, other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of the other Party;
- (v) (being an individual) the other Party is the subject of a bankruptcy petition or order;
- (vi) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (vii) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
- (viii) (being a company) a floating charge holder over the other Party's assets has become entitled to appoint or has appointed an administrative receiver;
- (ix) a person becomes entitled to appoint a receiver over the other Party's assets or a receiver is appointed over the other Party's assets;
- (x) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 25.4(ii) to clause 25.4(ix) inclusive;
- (xi) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (xii) (being an individual) the other Party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (xiii) there is a change of control of the other Party (within the meaning of section 1124 of the Companies Tax Act 2010).

26. CONSEQUENCES OF TERMINATION

26.1 Upon termination of the Contract whether by expiration of the Contract term or otherwise, the Contractor agrees and hereby guarantees that it will co-operate fully with the Framework Participant to transfer to the Framework Participant (including but not limited to) any plans, drawings, specifications, technical and legacy data, copies of records (electronic or otherwise), copies of reports (electronic or otherwise), information (howsoever stored), test results, samples relating to this Contract which are in the possession of the Contractor or any third party, provided always that:

- (i) the Contractor shall not be required to transfer to the Framework Participant any patent design or other Intellectual Property Right owned by the Contractor and valid at the time the Contract was originally tendered, in any of the specifications, drawings or plans etc, and which has not already transferred under this Contract to the Framework Participant; and
- (ii) any charges applicable for any samples or drawings, which were made known to (and agreed by) the Framework Participant prior to the signing of this Contract, will be made to the Contractor if outstanding at the time of termination.

26.2 All items shall be delivered to the Framework Participant within 14 days of termination of the Contract or upon a request being made to the Contractor by the Framework Participant). Any request by the Framework Participant shall detail the reasonable location of delivery, method of delivery, format of any data or information and the medium to be used for its migration. Unless otherwise agreed, the language that any drawings, data, reports or information etc shall be written and presented in shall be modern British English.

26.3 Other than the prices agreed at clause 26.1(ii), the Contractor shall make no other charge for the return of any item listed at clause 26.1.

26.4 All items shall be returned to the Framework Participant in the original condition they were in when presented to the Contractor. Samples should be in the condition or state they were in at the time of acceptance or approval by the Framework Participant as being in compliance with the design or specification detailed within the Contract, subject to any subsequent agreed testing or reasonable wear and tear.

26.5 The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

26.6 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

27. REPUTATION

27.1 The Contractor shall not:

- (i) do any act or make any omission that has or could reasonably be expected to have an adverse impact upon the security of the business, operations, systems or properties or Premises of the Framework Participant;
- (ii) take any action which might or shall:
 - a) harm or be prejudicial to the public confidence in the Framework Participant (and/or the Chief Constable if applicable) or to its public image(s); or
 - b) bring the Framework Participant (and/or the Chief Constable if applicable) into disrepute.

27.2 Without limiting clause 27.1, the Contractor shall comply with the provisions of the standards, policies, procedures and regulations provided from time to time to the Contractor by the Framework Participant.

28. CONFIDENTIAL INFORMATION

28.1 Upon request at any time by the Framework Participant, the Contractor shall obtain signed confidentiality undertakings from any subcontractors in a form approved by the Framework Participant.

28.2 A Party is entitled to disclose the whole or any part of the other's Confidential Information:

- (i) to its directors, officers, employees, servants, subcontractors, agents or professional advisers to the extent necessary to enable the performance or enforcement of its rights or obligations under this Contract subject to any such persons signing confidentiality undertakings in a form approved by the Framework Participant if requested to do so;
- (ii) when (and to the extent) required to do so by Laws or pursuant to the rules or any order having the force of law of any court, association or agency of competent jurisdiction or any governmental agency;
- (iii) to the extent that the Confidential Information has, except as a result of breach of obligations of confidentiality, become publicly available or generally known to the public at the time of such disclosure (provided that no Confidential Information shall be deemed to be so publicly available or generally known only because such information is within or part of more general information, or (in the case of a complex body of such information) because one or more elements of it separately comprise publicly available information or information generally known to the public);
- (iv) in the case of disclosure by the Framework Participant;
- (v) to the extent required for the purpose of the continued provision of the Goods and / or Services (or similar replacement goods and / or services) in the event of suspension, expiry or termination of particular Goods and / or Services;
- (vi) in relation to the outcome of a procurement as may be required to be published in the Official Journal of the European Union or elsewhere;
- (vii) to any department, office or agency of the Government or other entity where required for its proper departmental, parliamentary, governmental, statutory or judicial purposes;
- (viii) to any consultant, contractor or other person engaged by the Framework Participant in connection with the provision of the Services or the performance of the Contractor's obligations under this Contract, to the extent reasonably necessary to enable that consultant, contractor or other person to carry out their engagement with Framework Participant;

- (ix) to the extent the Framework Participant (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions in accordance with the law; and
- (x) subject to clause 35, to the extent the Framework Participant (acting reasonably) deems disclosure necessary or appropriate in order to comply with its obligations and responsibilities under the FOIA or the Environmental Information Regulations.

28.3 Notwithstanding clause 28.2, the Contractor shall give the Framework Participant prompt advance notice of any disclosure of the Framework Participant's Confidential Information and shall consult and give the Framework Participant reasonable opportunity to comment on the nature and extent of disclosure, and shall take account of any reasonable comment made by the Framework Participant. Notwithstanding the permitted disclosures under clause 28.2, the Framework Participant shall have the right to prohibit disclosure of the Framework Participant's Confidential Information to any person and the Contractor shall not make such disclosure to any such person so prohibited by the Framework Participant unless subject to a court order or permitted under Freedom of Information legislation.

28.4 The Contractor shall:

- (i) use the Framework Participant (and the Chief Constable's if applicable) Confidential Information solely for this Contract;
- (ii) take all necessary precautions to ensure that all of the Framework Participant's (and the Chief Constable's if applicable) Confidential Information is held in confidence and treated as proprietary;
- (iii) comply with all instructions and/or guidelines produced by the Framework Participant from time to time for the handling and storage of its Confidential Information generally or for specific items;
- (iv) inform all staff and subcontractors and agents that breach of any of its confidentiality obligations shall result in contractual and/or disciplinary action (and the Contractor shall ensure that such contractual and/or disciplinary actions and proceedings are reported to the Framework Participant and instituted and enforced as required); and
- (v) forthwith report to the Framework Participant all failures to comply with the obligations set out in this clause 28.4 of which the Contractor is or becomes aware.

28.5 Notwithstanding the generality of clause 28.2, Personal Data shall not be released from any of the confidentiality obligations of clause 28, except with the prior consent of the Framework Participant in accordance with the relevant laws.

28.6 Without prejudice to any other rights and remedies that the other Party would have, each Party agrees that damages would not be an adequate remedy for any breach of this clause 28 and that the other Party shall be entitled to the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of this clause 28.

28.7 The Framework Participant's and the Contractor's obligations under this Contract with respect to Confidential Information shall survive its expiry or termination and shall continue for as long as such information remains confidential.

28.8 Nothing in this clause 28 limits, diminishes, waives or releases either Party's obligations and responsibilities under the Official Secrets Acts 1911 to 1989 or in regard to personal data in accordance with S33 Data Protection Act 1998.

28.9 The Contractor shall at all times (including after termination or expiry of this Contract) comply with the obligations imposed by the Official Secrets Acts 1911 to 1989.

28.10 The Contractor shall:

- (i) take all reasonable steps, by display of notices or by other appropriate means, to ensure that such persons have notice that the Official Secrets Acts 1911 to 1989 applies to them and shall continue so to apply; and
- (ii) where requested by the Framework Participant at any time, procure (within 10 Business Days of the request) the signature by all of the persons specified by the Framework Participant of an Official Secrets undertaking in a form specified by the Framework Participant.

28.11 The Contractor shall ensure that a similar obligation to this clause 28 is included in all contracts or agreements the Contractor entered into with a subcontractor or agent in connection with the provision of the Goods and / or Services.

28.12 The Framework Participant may terminate this Contract immediately in the event that the Contractor fails to comply with any requirement of this clause 28, including the failure to procure the signature of an Official Secrets undertaking for any person specified by the Framework Participant or any disclosure of the Framework Participant's Confidential Information in breach of this clause 28.

29. PUBLICITY

29.1 Unless expressly permitted in writing by the Framework Participant, the Contractor shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Contract.

30. INTELLECTUAL PROPERTY

30.1 All Intellectual Property Rights in any Specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- a) provided to the Contractor by the Framework Participant (and/or the Chief Constable if applicable) shall remain the Framework Participant's property absolutely;
- b) prepared by or for the Contractor specifically for the Framework Participant in relation to the performance of the Contract shall belong to the Framework Participant including the Deliverables;

- c) pre-existing at the commencement of the Contract and owned or licensed by the Contractor shall be licensed to the Framework Participant insofar as it is necessary for the Framework Participant to exercise its other rights under the Contract. Such a license shall be perpetual, worldwide, irrevocable, royalty-free and capable of sub-license on those terms.

31. ENVIRONMENTAL AND ETHICAL SOURCING

- 31.1 The Contractor shall perform its obligations under the Contract in accordance with the spirit and objectives of the Framework Participant's environmental policy, if any.
- 31.2 The Contractor shall ensure that workers employed or engaged on the Contract are treated fairly, humanely and equitably.
- 31.3 In so far as the Contractor or any sub-contractor or its employee dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable EU and UK laws and regulations, including (where applicable) the Environmental Protection Act 1990 and the Waste Electrical and Electronic Equipment Regulations 2013.
- 31.4 If and when requested to do so by the Framework Participant at any time, the Contractor shall provide the Framework Participant with such documents and/or permit representatives of the Framework Participant to have such access to the Contractor's premises and personnel as the Framework Participant may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under this clause 31.
- 31.5 The Contractor shall procure that each of its sub-contractors (if any) comply with obligations substantially similar to those set out in clauses 31.1 to 31.4 above.
- 31.6 The Contractor shall at all times act in accordance with all applicable requirements and spirit of the Modern Slavery Act 2015 and the Framework Participant shall have the right to terminate this Contract immediately by notice in writing to the Contractor in the event of the Contractor being in breach of this clause.

32. EQUALITY AND DIVERSITY

- 32.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant or equivalent Laws from time to time in force (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its employees or sub-contractors or its employees), or any statutory modification or re-enactment thereof.

32.2 The Contractor shall take all reasonable steps to secure the observance of clause 32.1 by all employees, agents and sub-contractors.

33. ANTI-BRIBERY AND FRAUD

33.1 The Contractor shall:

- (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (iii) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 33.1(ii), and will enforce them where appropriate;
- (iv) promptly report to the Framework Participant any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;
- (v) immediately notify the Framework Participant if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract); and
- (vi) ensure that all persons associated with the Contractor or other persons who are performing services in connection with this Contract comply with this clause 33.

33.2 Breach of this clause 33 shall entitle the Framework Participant to terminate the Contract with immediate effect.

33.3 In the event of any breach of this clause 33 by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor):

- (i) the Contractor shall immediately give the Framework Participant full details of any such breach and shall co-operate fully with the Framework Participant in disclosing information and documents which the Framework Participant may request; and/or
- (ii) the Framework Participant shall (without prejudice to any of its rights or remedies under this Contract or otherwise) be entitled by notice in writing to terminate this Contract immediately; and
- (iii) the Contractor shall be liable for and shall indemnify and keep the Framework Participant (and the Chief Constable if applicable) indemnified in respect of any and all loss resulting from such termination.

33.4 In any dispute, difference or question arising in respect of:

- (i) the interpretation of this clause 33; or
- (ii) the right of the Framework Participant to terminate this Contract; or
- (iii) the amount or value of any gift, consideration or commission

the decision of the Framework Participant shall be final and conclusive.

33.5 The Contractor shall not engage in any activity practice or conduct which would constitute an offence which would constitute an offence under the Fraud Act 2006.

34. DATA PROTECTION

34.1 The Contractor acknowledges that the Data Controller of the Personal Data in connection with and related to this Contract is the Framework Participant (and/or Chief Constable if applicable) and that the Contractor shall be the Data Processor.

34.2 The Contractor shall process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Specification and in accordance with the Framework Participant (and/or Chief Constable's if applicable) instructions if applicable from time to time and shall not process the Personal Data for any other purpose. The Contractor will keep a record of any processing of Personal Data it carries out under the Contract.

34.3 The Contractor shall promptly comply with any request from the Framework Participant (and/or Chief Constable as applicable) requiring the Contractor to amend, transfer or delete the Personal Data.

34.4 The Contractor shall only collect any Personal Data in a form which is fully compliant with the Data Protection Act 1998 which will contain a data protection notice informing the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the Data Subject to be fair.

34.5 If the Contractor receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify the Framework Participant (and the Chief Constable if applicable) and it shall provide the Framework Participant (and the Chief Constable if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication.

34.6 At the Framework Participant's (or the Chief Constable's if applicable) request, the Contractor shall provide to the relevant Data Controller a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Controller.

34.7 The Contractor shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Data Controller and in accordance with the Data Protection Act 1998.

34.8 The Contractor shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Contractor will restore such Personal Data at its own expense.

34.9 The Contractor shall ensure that access to the Personal Data is, in accordance with the Data Protection Act 1998, limited to:

- (i) those employees who need access to the Personal Data to meet the Contractor's obligations under this Contract; and
- (ii) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

34.10 The Contractor shall ensure that all employees:

- (i) are informed of the confidential nature of the Personal Data;
- (ii) have undertaken training in the laws relating to handling Personal Data; and
- (iii) are aware both of the Contractor's duties and their personal duties and obligations under such laws and this Contract.

34.11 The Contractor shall take reasonable steps to ensure the reliability of any of the Contractor's employees who have access to the Personal Data including any vetting status required.

34.12 The Contractor shall notify the Data Controller within 2 working days if it receives a request from a Data Subject for access to that person's Personal Data.

34.13 The Contractor shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.

34.14 The Contractor shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Data Controller or as provided for in this Contract in accordance with the Data Protection Act 1998.

34.15 The Framework Participant (or the Chief Constable if applicable) is entitled, on giving at least 2 days' notice to the Contractor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Contractor.

34.16 The requirement to give notice set out in clause 34.15 will not apply if the Framework Participant (or the Chief Constable where applicable) believes that the Contractor is in breach of any of its obligations under this Contract.

34.17 The Contractor warrants that:

- (i) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
- (ii) where appropriate, it will comply with all obligations of any data processing contract the Framework Participant (and/or the Chief Constable if applicable) requires the Contractor to sign; and

- (iii) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Data Controller's compliance with the seventh data protection principle.

34.18 The Contractor shall notify the Data Controller immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.

34.19 The Contractor agrees to indemnify and keep indemnified and defend at its own expense the Framework Participant (and the Chief Constable if applicable) against all costs, claims, damages or expenses incurred by the Framework Participant (and the Chief Constable if applicable) or for which the Framework Participant (or the Chief Constable if applicable) may become liable due to any failure by the Contractor or its employees or agents to comply with any of its obligations under this clause 34.

34.20 The Contractor may not authorise any third party or sub-contractor to process the Personal Data.

35. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

35.1 The Contractor acknowledges that the Framework Participant (and the Chief Constable if applicable) are subject to the requirements of the Freedom Of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Contractor agrees to assist and cooperate with the Framework Participant (and the Chief Constable if applicable) (at the Contractor's expense) as mandated by the Data Controller in relation to these laws.

35.2 Any Requests received by the Contractor shall be forwarded to the Data Controller immediately.

35.3 The provisions of clause 35 shall extend to sub-contractors and the Contractor shall ensure compliance with this requirement.

35.4 The Contractor acknowledges that the Framework Participant (and the Chief Constable if applicable) may, acting in accordance with the FOIA, or the EIR be obliged to disclose information relating to the Contract:

- (i) without consulting with the Contractor; or
- (ii) following consultation with the Contractor and having taken the Contractor's views into account: or
- (iii) in accordance with legislation and procedural transparency requirements.

36. RE-TENDERING AND HANDOVER

36.1 Within twenty eight (28) days of being so requested by the Framework Participant, the Contractor shall provide, all the information necessary to enable the Framework Participant to issue invitations to tender for the future provision of the Goods and

Services including (but not limited to) the information relating to employees who will or may transfer as detailed in clause 36.2 below, and the Contractor hereby agrees to the use of such information for these express and any implied purposes. For the avoidance of any doubt all or any such information can be requested by the Framework Participant at any time whether in relation to an intention to issue such an invitation or otherwise.

36.2 Where, in the opinion of the Framework Participant, TUPE may apply to the Contract on its termination or expiration, the information to be provided by the Contractor under clause 36.1 shall include, as applicable, accurate information relating to the employees (whether of the Contractor or any sub-contractor or other organisation) whose employment would or may be transferred pursuant to TUPE, including in particular but not limited to:

- (i) the number of employees who would be transferred and their job titles, but with no obligation on the Contractor to specify their names save as permitted by TUPE;
- (ii) sufficient details of the work undertaken by each of the employees who will or may transfer under TUPE to enable the Framework Participant and/or any replacement Contractor to take their own informed view as to whether TUPE will or could apply (including sufficient details, particulars and breakdown of working time as is reasonably required or requested);
- (iii) their dates of birth, sex, salary, length of service, hours of work, salary and/or pay rates, and any other factors affecting their redundancy entitlement, any specific terms applicable to those employees individually whether during their employment or on its termination;
- (iv) details of any disciplinary action taken within the previous two years in respect of the employees;
- (v) details of any grievances brought by the employees in the previous two years;
- (vi) details of any outstanding claims arising from the employees' employment or its termination including any claims which the Contractor believes those employees might bring; and
- (vii) the terms and conditions of employment applicable to those employees, including but not limited to probationary periods, information relating to pension entitlements or provision, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave (and details of how pay for annual leave is calculated), sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any relevant collective agreements, facility time arrangements and additional employment benefits.

36.3 The Contractor shall comply with its obligations under TUPE where applicable (including without limitation its duties to inform and consult under Regulation 13 of TUPE) pursuant to this Contract and shall indemnify the Framework Participant (and the Chief Constable if applicable) and any replacement Contractor against any claims

sustained as a result of any breach of this clause or any award of compensation under Regulation 15 save where such failure arises from the failure of the Framework Participant (and/or the Chief Constable is applicable) or any replacement Contractor to comply with its or their duties under Regulation 13 of TUPE.

- 36.4 The Contractor shall indemnify the Framework Participant (and the Chief Constable if applicable) against any claim made against the Framework Participant (or the Chief Constable if applicable) or any replacement Contractor at any time by any person in respect of the liability incurred by the Framework Participant (and/or the Chief Constable) or any replacement Contractor arising from any deficiency or inaccuracy in information, which the Contractor is required to provide under clauses 36.1, 36.2 and/or TUPE.
- 36.5 The Contractor shall co-operate fully with the Framework Participant (and/or the Chief Constable if applicable) during the handover arising from the completion or earlier termination of this Contract. This co-operation, during the setting up operations period of the replacement Contractor (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition and if required, access to the Contractor's employees including those who the Contractor considers will transfer pursuant to TUPE to the Framework Participant (and/or the Chief Constable if applicable) or a replacement Contractor on the termination of this Contract.
- 36.6 The Contractor shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the Framework Participant (and/or the Chief Constable if applicable), any replacement Contractor and/or any replacement sub-contractor to ensure the smooth transfer of any employees who transfer under TUPE on the termination of this Contract including providing sufficient information in advance of the transfer date to ensure that 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 5 Business Days following the transfer date, the Contractor shall provide, and shall procure that each sub-contractor shall provide, to the Framework Participant (and/or the Chief Constable if applicable) or, at the direction of the Framework Participant (and/or the Chief Constable if applicable), to any replacement Contractor and/or any replacement sub-contractor (as appropriate), in respect of each transferring employee:
- (i) the most recent month's copy pay slip data;
 - (ii) details of cumulative pay for tax and pension purposes;
 - (iii) details of cumulative tax paid;
 - (iv) tax code;
 - (v) details of any voluntary deductions from pay; and
 - (vi) bank/building society account details for payroll purposes.
- 36.7 Where TUPE does not apply to the Contract on its termination or expiration, the Contractor shall retain all responsibility for outgoings in respect of its employees after the end of the Contract including without limitation all wages, holiday pay, bonuses,

commission, payment of PAYE, national insurance contributions, pension contributions, redundancy costs and otherwise and shall indemnify the Framework Participant (and the Chief Constable if applicable) and any replacement Contractor against any claims sustained as a result of any breach of this clause.

37. EMPLOYEES AND TUPE

- 37.1 If TUPE applies to a number of staff engaged in the provision of services equivalent to the Services (or some of them) prior to the start of the Term of the Contract, the contracts of employment (together with any collective agreement) of such staff (subject to Regulation 4(7) of TUPE) will be from the Commencement Date as if they were originally made between the relevant staff member and the Contractor.
- 37.2 The Contractor shall take all necessary steps including those required by law to ensure that all employees, servants or agents of the Contractor and any sub-contractors, their employees, servants or agents, employed in the execution of the Contract have the right to work in the United Kingdom, have complied and will in the future comply with any restrictions in force concerning their right to work in the United Kingdom (including but not limited to any restrictions on their hours of work) and are not claiming any benefit payable to jobseekers.
- 37.3 During the Term the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Framework Participant any information they may reasonably require relating to the manner in which the Services are organised, which shall include, but is not limited to, the following:
- (i) the numbers of employees engaged in providing the Services;
 - (ii) the percentage of time spent by each employee engaged in providing the Services; and
 - (iii) a description of the nature of the work undertaken by each employee by location.
- 37.4 The Contractor shall indemnify and keep indemnified the Framework Participant (and the Chief Constable if applicable) against any loss incurred by the Framework Participant (and/or the Chief Constable if applicable) or any replacement Contractor connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the Framework Participant (and/or the Chief Constable if applicable) or any replacement Contractor in respect of any or all of the Contractor's staff or employees or any other employee of the Contractor or its sub-contractors and which arises from or is connected with any failure by the Contractor to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.
- 37.5 The Contractor shall indemnify and keep indemnified the Framework Participant (and the Chief Constable if applicable) against any claim demand or loss incurred by the Framework Participant (and/or the Chief Constable if applicable) or any replacement Contractor at any time whether connected with or arising from the employment of or any policy applicable to, or any collective agreement in respect of any of the

Contractor's staff or any other person at any time employed by (or engaged by) the Contractor or its sub-contractors or otherwise including but not limited to any claims for: breach of contract; breach of policy; unfair dismissal; a redundancy payment; pay including a claim for unlawful deductions from wages and/or any claim in relation to holiday pay entitlement; discrimination; equal pay; industrial or personal injury; a claim for failure to consult, claims arising by virtue of custom and practice, any claims or demand from HMRC or any other statutory authority which relates to financial obligations but not limited to PAYE, and primary and secondary national insurance contributions; or otherwise relating to their employment by the Contractor save to the extent that the liability arises from any wrongful act by the Framework Participant (and/or the Chief Constable if applicable) or its employees.

37.6 The Contractor shall indemnify and keep indemnified the Framework Participant (and the Chief Constable if applicable) against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Contractor's staff or any other employee of the Contractor or its sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to this Contract and in respect of any loss incurred by the Framework Participant (and/or the Chief Constable if applicable) or any replacement Contractor arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

37.7 Except with the prior written consent of the Framework Participant, the Contractor shall not at any time after the Framework Participant has served notice of the termination of the Contract, within twelve months of the date upon which the Contract will terminate in accordance with its provisions, or after the Contractor shall have otherwise become aware of the proposed termination or re-tendering of this Contract, any Contract or the provision by it of the Goods and Services in respect of any employee employed by or assigned by the Contractor or its sub-contractors to the discharge of the Contract:

- (i) vary any terms and conditions of employment of any employee or any policy or collective agreement applicable to any employee (provided always that this provision shall not affect the right of the Contractor to give effect to any pre-existing contractual obligation to any such employee);
- (ii) remove or replace any particular employee or significantly alter the proportion of work which such employee undertakes on work arising from the provision of goods or services under this contract (unless requested by such employee or upon the resignation of such employee in which case the Contractor shall replace such person with another person of similar skills, qualifications and experience);
- (iii) increase or decrease the number of employees or sub-contractors engaged in the discharge of the contract.

37.8 The Contractor shall indemnify and keep indemnified and hold harmless the Framework Participant (and the Chief Constable if applicable) and any replacement Contractor from and against all liabilities whatsoever (to include legal expenses on a full indemnity basis) (and including but without limitation any claim by or liability to a

sub-contractor or any employee, agent or independent contractor of such sub-contractor or any other person whatsoever) arising out of any breach by the Contractor or any of its sub-contractors of clause 37.7.

37.9 The Framework Participant and Contractor shall continue to monitor the performance and objectives of the Contract throughout its duration and to make any amendments or changes necessary to the Contract, or its performance or objectives in order further to promote equality, diversity and equal opportunity.

37.10 The Contractor shall notify the Framework Participant immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it in relation to equality, diversity or equal opportunity whether under the Act or otherwise.

37.11 Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceedings are instituted following such an investigation against the Contractor or against the Framework Participant either in connection with any contract awarded to the Contractor or generally, the Contractor shall, without charge:

- (i) provide any information requested by or on behalf of the Framework Participant in the timescale allotted;
- (ii) attend and permit its employees, workers, agents, consultants and sub-contractors to attend any meetings as required;
- (iii) allow the Framework Participant access to and investigation of any information, documents or data deemed to be relevant to the investigation;
- (iv) allow itself and any of its employees, workers, agents, consultants and sub-contractors to appear as witnesses in any proceedings; and
- (v) co-operate fully with the person or body conducting the investigation.

37.12 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Contractor, its staff, employees, workers, consultants, agents or sub-contractors and where there is a finding against the Contractor in any such investigation or proceedings, the Contractor shall indemnify and keep indemnified and hold harmless the Framework Participant (and the Chief Constable if applicable) with respect to all costs, charges and expenses (including legal and administrative expenses on an indemnity basis) incurred by the Framework Participant (and the Chief Constable if applicable) during or in connection with any such investigation or proceedings and further indemnify and keep indemnified and hold harmless the Framework Participant (and the Chief Constable if applicable) from and against all and any compensation, damages, costs, losses, fines, penalties or other award (including any interest) the Framework Participant (or the Chief Constable if applicable) may be ordered or required to pay.

37.13 If a finding of unlawful discrimination or breach of equal opportunities legislation (including but not limited to the Act) is made against the Contractor or against the Framework Participant arising from the conduct of the Contractor or any of its employees, workers, consultants, agents or sub-contractors, the Contractor shall take

immediate remedial steps to prevent further recurrences and shall advise the Framework Participant of the steps taken.

37.14 If the Contractor enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations and terms on its sub-contractors which are identical to those imposed on it by this clause 37. The Framework Participant expects that the Contractor will not sub-contract to any person, organisation, business, service or group which has a poor history in regard to acts of unlawful discrimination. Any breach of this clause will be considered by the Framework Participant as a fundamental breach of the contract between the Framework Participant and the Contractor.

37.15 Without prejudice to its remedies set out above, the Framework Participant may terminate the Contract if notice has been given to the Contractor of a substantial or persistent breach of this section providing that in the case of persistent breach the Contractor has been given a reasonable period to rectify the breach and the Contractor has failed to do so.

37.16 The Contractor shall comply with the Framework Participant's policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.

37.17 The Contractor warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees, workers, consultants and/or subcontractors are fully trained on matters relating to the prevention of unlawful discrimination and the promotion of equality and diversity and shall comply with the Framework Participant's policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.

38. VETTING

38.1 If requested by the Framework Participant, all employees of the Contractor, or any subcontractor, who are involved in delivering the Goods or performing the Services must undergo a security vetting procedure or have the Framework Participant's approval and secure vetting to the appropriate level prior to commencing any work on this Contract.

38.2 To facilitate the relevant vetting when so requested by the Framework Participant, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected will be engaged in the provision of the Goods and Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Framework Participant may reasonably require to permit appropriate security checking. This may include the requirement for the individuals concerned to provide personal details about family members and financial circumstances and make a personal declaration as to the accuracy of the information provided.

38.3 For the avoidance of doubt, where the Framework Participant has requested employees to undergo security vetting, only employees who have completed the

vetting process and/or received written confirmation of their successful application can work on this Contract.

- 38.4 The outcome of vetting and the decision from the Framework Participant is final and binding. Employees who have not received vetting clearance by the Framework Participant are not permitted to work on this Contract and the Contractor shall replace any of its employees who, the Framework Participant shall have decided in its absolute discretion, have failed the appropriate security checking. The Framework Participant shall not have to disclose why an employee has failed security checking. Following the removal of any of the Contractor's employees for failing vetting, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.
- 38.5 The Contractor is responsible for ensuring all personnel supporting the contract, including but not limited to, sub-contractors employees are successfully vetted in line with any requested vetting by the Framework Participant and shall ensure throughout the term of the Contract that they are at all times compliant with the vetting requirements of the Framework Participant.
- 38.6 It is the Contractor's responsibility to ensure all staff working on this contract in line with any requested by the Framework Participant and any changes in circumstances that occur after vetting has taken place during the term of the Contract are notified to the Framework Participant. Any delay in the performance of the Contract resulting from the Contractor's employees or sub-contractor employees not submitting fully and accurately completed forms and submitting any further information required or from declined vetting applications shall be the responsibility of the Contractor.
- 38.7 The Contractor shall keep an accurate and up to date record of their vetted employees and sub-contractors employees and must ensure that vetting remains current for any individual involved in the delivery of this Contract.

39. INDEPENDENT POLICE COMPLAINT COMMISSION

- 39.1 This Contract will be bound by the Independent Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015 and the Contractor must ensure that appropriate internal processes are in place to adhere to these regulations and that their staff are made aware of the ability of the Independent Police Complaints Commission to investigate any matters reported to them including but not limited to the conduct of the Contractor and their staff.

40. DISPUTE RESOLUTION PROCEDURE

- 40.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in the Contract, the Parties shall follow the procedure set out in this clause:
- (i) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting

documents. On service of the Dispute Notice, the Authorised Person and the Contract Manager shall attempt in good faith to resolve the Dispute;

- (ii) if the Authorised Person and the Contract Manager are for any reason unable to resolve the Dispute within the reasonable timescale set out in the Dispute Notice, the Dispute shall be referred to the appropriate senior member of procurement staff of the Framework Participant and a similarly suitable employee of the Contractor who shall attempt in good faith to resolve it; and
- (iii) if the appropriate employees referred to in clause 40.1(ii) are for any reason unable to resolve the Dispute within a reasonable time of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than the date set out in the ADR Notice.

40.2 Subject to clause 40.3 below, no Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute until the mediation has taken place, provided that the right to issue proceedings is not prejudiced by a delay.

40.3 If the Dispute is not resolved at mediation or either Party fails to participate or to continue to participate in the mediation, the Dispute may be finally resolved by the courts of England and Wales in accordance with clause 52 in this Contract.

41. TRANSPARENCY

41.1 Following the publication of the Statutory Instrument 2012 – Amendment 2479 (<http://www.legislation.gov.uk/ukSI/2012/2479/made>), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.

41.2 As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

- (i) All new contracts over the value of £10,000 to be published in full online;
- (ii) All items of spending over £500 per month to be published online.

41.3 To meet this requirement the Framework Participant intends to publish all contracts over a value exceeding £10,000 on the Freedom of Information (FOI) page of the Bluelight Procurement Database (www.blpd.gov.uk).

41.4 The full list of criteria for which redactions may be permitted as set out as follows:

- (i) Exemptions (absolute or qualified) provided for by the Freedom of Information Act 2000, regarding the disclosure of information;

- (ii) Provisions provided for in the Public Contracts Regulations 2015, regarding the disclosure of confidential information;
- (iii) Protection of personal privacy as required under the Data Protection Act;
- (iv) The protection of Intellectual Property Rights (IPR);
- (v) Third party confidential information e.g. contracts with foster carers and child minders.

41.5 Information and guidance on understanding exemptions and other FOI matters can be accessed from the Information Commissioner's Office www.ico.gov.uk.

42. BUSINESS CONTINUITY

42.1 The Contractor shall ensure that it implements and maintains at all times a Business Continuity plan.

42.2 Where a Business Continuity Event affects the Framework Participant, the Contractor shall comply with instructions from the Framework Participant where applicable as to the order of priority in which the services should be restored.

42.3 The Contractor shall undertake regular risk assessments in relation to the provision of the Services not less than once every six (6) months (or such other period as the Parties agree in writing) (commencing from the start of the Contract) and shall provide the results of, and any recommendations in relation to, those risk assessments to the Framework Participant promptly in writing following each review.

42.4 The Contractor shall establish, maintain and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.

43. IMPROVING VISIBILITY OF SUBCONTRACT OPPORTUNITIES AVAILABLE TO SMES AND VCSES IN THE SUPPLY CHAIN

43.1 The Contractor shall:

- (i) subject to clause 43.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or

Services and/or Goods above a minimum threshold of £25,000 that arise during the Contract Period;

- (ii) within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- (iii) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- (iv) provide reports on the information at clause 43.1(i) to a Framework Participant in the format and frequency as reasonably specified by the Framework Participant ; and
- (v) promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.

43.2 Each advert referred to in clause 43.1(i) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

43.3 The obligation at Clause 43.1(i) shall only apply in respect of subcontract opportunities arising after the contract award date.

43.4 Notwithstanding clause 43.1, the Framework Participant may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

44 MANAGEMENT CHARGES AND INFORMATION

44.1 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Framework Participant which incorporate the data described in the MI Reporting template which is:

- (i) the total contract revenue received directly on a specific contract;
- (ii) the total value of sub-contracted revenues under the contract(including revenues for non-SMEs/non-VCSEs); and
- (iii) the total value of sub-contracted revenues to SMEs and VCSEs.

44.2 The SME Management Information Reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Contracting Authority from time to time. The Contractor shall use the initial MI Reporting Template which is set out in the Annex to this Schedule and which may be changed from time to time (including the data required and/or format) by the Framework Participant by issuing a replacement version. The [Framework Participant] shall give at least thirty(30) days' notice in writing of any such change and shall specify the date from which it must be used.

44.3 The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Framework Participant .

45 BARRED LIST

- 45.1 In accordance with the Police (Conduct, Misconduct and Appeal Tribunal) (Amendment) Regulations 2017 no employees of the Contractor, or any subcontractor, are permitted to be involved in the provision of the Goods or performing the Services if they are on the Police Barred List and Police Advisory List Regulations 2017 ("Barred List").
- 45.2 The Contractor is responsible for ensuring all personnel supporting the contract, including but not limited to, sub-contractors employees are not on the Barred List and shall ensure throughout the term of the Contract that they are at all times compliant with the requirements of clause 45.1 above.
- 45.3 To enable the Framework Participant to ensure that no such persons are involved in the provision of the Goods or the performance of the Services, when so requested by BlueLight Commercial, the Contractor shall provide a list of the names of all persons who it is expected will be engaged in the provision of the Goods and/or performance of the Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as BlueLight Commercial may reasonably require to permit the Barred List to be checked.
- 45.4 The outcome of any check made pursuant to clause 45.3 above and the decision from the Framework Participant in respect of the same is final and binding. Employees who are found by the Framework Participant or notified to the Framework Participant as being on the Barred List are not permitted to work on this Contract and the Contractor shall replace any of its employees or sub-contractor's employees who are on the Barred List.
- 45.5 Following the removal of any of the Contractor's or sub-contractor's employees in accordance with clause 45.4 above, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.

46 GENERAL

46.1 Assignment and subcontracting

- (a) The Framework Participant may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract in the event of a change in the legal status of the Framework Participant by reason of any statute.
- (b) The Contractor must not assign, transfer or sub-let the Contract or any part, share or interest in it either directly or indirectly to any person and shall not subcontract except with the written consent of the Framework Participant.
- (c) The Contractor will be liable under this Contract irrespective of any subcontracting.

- (d) The Contractor shall be fully responsible for the acts and defaults of any Subcontractor as if they were his own.
- (e) If there is a breach of the provisions of this condition, the Framework Participant shall be entitled to cancel the Contract immediately and clause 25 will apply.
- (f) Where the Contractor is permitted under clause 46.1(b) to enter into a Sub Contract agreement then that agreement shall fully comply with all the limitations and obligations of this Contract.

46.2 Notices

- (a) Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to the that Party at its registered office (if it is a company) or its principal place of business or such other address as either Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 46.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

46.3 Severance

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

46.4 Variation

Subject to clause 13, no variation of this Contract, any Order, Order Amendment or any document referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties (save for any documents referred to in this Contract which may expressly or implicitly vary from time to time). In the case of the Framework Participant this must be by an Authorised Person.

47 WAIVER

47.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

48 THIRD PARTY RIGHTS

- (a) Except as expressly provided in clause 48(b) below, a person who is not party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- (b) Where the Framework Participant is a Police and Crime Commissioner, the Chief Constable also has the benefit of this Contract and is able to enforce all the Contractor's obligations set out in the Contract.
- (c) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to any other party.

49 COUNTERPARTS

49.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

50 ENTIRE AGREEMENT

- (a) This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

51 STATUS

51.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

52 GOVERNING LAW AND JURISDICTION

52.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, laws of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX 1: ACCEPTANCE TESTING

The following criteria must be completed/approved before the Authority will accept goods or services for the purposes of contract payment:

- Certificate of Conformity/Type Approval for both the base platform and modifications in accordance with the European construction standards - EN1789 must be received by the Authority.
- The vehicles must be able to pass a road worthiness assessment to DVSA Inspection Standards appropriate to their classification.
- The Vehicles must be able to pass a role equipment inspection – Demonstrating that all non-road worthy equipment is serviceable and operates as per manufacturers intended use.
- On inspection the vehicles must be fit for purpose and free from damage. The delivered vehicle must adhere to the Statement of Requirements.
- Vehicles must have undergone and passed physical inspections prior to delivery - if COVID travel restrictions still apply the Authority will carry this out the inspection via video (MS Teams).
- Confirmation from the base vehicle manufacturer that the warranty remains valid following subsequent conversion modifications carried out on the base vehicle.
- The Authority must be provided with warranty/maintenance schedules/log and contact details of the contractor who will carry out works (Cyprus) for both the base vehicle and modifications prior to delivery.
- The vehicle shall be provided with a documented Legislative Compliance Assessment which shall detail how the vehicle is compliant with construction and use and health safety and environmental regulations applicable to the vehicle type.