

APPENDIX C – Framework Terms and Conditions

DATED _____ 2023

(1) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

AND

(2) [SUPPLIER]

**National Framework Agreement for the Supply of
Conducted Energy Devices (CEDs) and Associated
Equipment**

Framework Ref. No: C23688

National Framework Agreement for the Supply of Conducted Energy Devices (CEDs)
and Associated Equipment

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THIS AGREEMENT is made on 16th August 2023
BETWEEN:-

- (1) The Secretary of State for the Home Department, with offices at 4th Floor, Seacole Building, 2 Marsham Street, London, SW1P 4DF (the "**Authority**"); and
- (2) Axon Public Safety UK Limited (Company Number: 07390059, a [limited liability company registered in [jurisdiction of registration] whose registered address is at registered address: Axon Public Safety UK Limited: 14 Sopwith Way, Drayton Fields Industrial Estate, Daventry, Northamptonshire NN118PB (the "**Supplier**").

BACKGROUND

- (A) The Authority invited the supplier to bid on **8th March 2023** for the provision of Conducted Energy Devices (CEDs) and associated equipment and services to Contracting Bodies under a framework agreement.
- (B) The Supplier submitted a tender up to closing date of **30th March 2023**.
- (C) On the basis of the Supplier's tender, the Authority selected the Supplier to enter a Framework Agreement to provide goods and services to Contracting Bodies on a call-off basis in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the award and ordering procedure for goods and services which may be required by Contracting Bodies, the main Terms and Conditions for any Call-Off Contract which Contracting Bodies may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.
- (E) It is the Parties' intention that there will be no obligation for any Contracting Body to award any orders under this Framework Agreement during its Term.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

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| "Approval" | means the prior written approval of the Authority |
| "Auditor" | means the Authority's internal auditor and/or the National Audit Office or an auditor appointed by the National Audit Office as the context requires |
| "BCDR Plan" | "BCDR Plan" means the plan prepared pursuant to paragraph 2.1 of Call Off Schedule 9 (Business Continuity and Disaster Recovery) as may be amended from time to time |
| "Call-Off Contract" | means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods and/or Services made between a Contracting Body and the Supplier comprising an Order Form and the Call-Off Terms and Conditions |
| "Call-Off Terms and Conditions" | means the terms and conditions in Schedule 4 |

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| "Commencement Date" | means the date on which the Framework Agreement starts, being 24th August 2023 |
| "Commercially Sensitive Information" | means the information listed in Schedule 4 Annex A (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss |
| "Complaint" | means any formal complaint raised by any Contracting Body in relation to the performance of this Framework Agreement or any Call-Off Contract in accordance with Clause 38 |
| "Confidential Information" | Means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA; |
| "Contracting Bodies" | means the Authority and any other contracting bodies described in the OJEU Notice and includes the Metropolitan Police Authority; Police Crime Commissioners; the Northern Ireland Policing Board; the Scottish Police Authority,, Police Scotland; the Greater London Authority (or a functional body within the meaning of the Greater London Authority Act 1999), the Police Forces of the United Kingdom and the Channel Islands; Home Office; British Transport Police; Ministry of Defence Police; College of Policing; the Civil Nuclear Constabulary and the National Crime Agency. |
| "Crown" | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf |
| "Data Protection Legislation" | (i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR |
| "Default" | means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other |
| "DPA" | means the Data Protection Act 2018 |

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| "Environmental Information Regulations" | mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations |
| "Extension Period" | shall have the meaning given to it in Clause 2.2 |
| "FOIA" | means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation |
| "Framework Agreement" | means this Framework Agreement and all Schedules to this Framework Agreement |
| "Fraud" | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any Contracting Body |
| "Good Industry Practice" | means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances |
| "Goods" | means the goods referred to in Schedule 1 (or any of them) |
| "Guidance" | means any guidance issued or updated by the UK Government from time to time in relation to the Regulations |
| "Information" | has the meaning given under Section 84 of the FOIA |
| "Initial Term" | means the period of two (2) years from and including the Commencement Date |
| "Intellectual Property Rights (IPR)" | means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off |
| "Key Performance Indicators" or "KPI" | means a set of quantifiable measures that the Authority and Supplier will use to measure the Supplier's performance under the Framework Agreement (as defined in Framework Schedule 7 (Key Performance Indicators)); |
| "ITT" | means the invitation to tender issued by the Authority on 8 th March 2023 |

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| "Law" | means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply |
| "Maintenance Services" | means the maintenance and support services described in Schedule 1 |
| "Management Information" | means the management information specified in Schedule 5 |
| "Month" | means a calendar month |
| "Order" | means an order for Goods and/or Services served by any Contracting Body on the Supplier in accordance with the Ordering Procedures |
| "Order Form" | means a document setting out details of an Order in the form set out in Schedule 3 |
| "Ordering Procedures" | means the ordering and award procedures specified in Clause 6 (Order Procedures) |
| "Other Contracting Bodies" | means all Contracting Bodies other than the Authority |
| "Party or Parties" | means the Authority and/or the Supplier |
| "Pricing Matrix" | means the pricing matrix set out in Schedule 2 (Pricing Matrix) |
| "Prohibited Act" | means: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement; |

- (c) an offence:
- (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

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| "Regulations" | means the Public Contracts Regulations 2015 (as amended) |
| "Regulatory Bodies" | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority |
| "Requests for Information" | means a request for information or an apparent request under the FOIA or the Environmental Information Regulations |
| "Services" | means the Maintenance Services and the Training Services |
| "Specifications" | means the specifications for the Goods and Services as set out at Schedule 1 as the same may be amended from time to time by the Authority |
| "Staff" | means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts |
| "Standards" | means any standards described in the Specifications and any other standard as mutually agreed between the Parties in writing from time to time. |
| "Tender" | means the tender submitted by the Supplier to the Authority up to closing date of 30 th March 2023. |
| "Term" | means the period commencing on the Commencement Date and ending on the expiry of the Initial Term or any Extension Period(s) or on earlier termination of this Framework Agreement, whichever period is longer |
| "Training Services" | means the training services described in Schedule 1 |
| "Working Days" | means any day other than a Saturday, Sunday or public holiday in England and Wales |
| "Year" | means a calendar year. |

1.2 In this Framework Agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 reference to a gender includes the other gender and the neuter;
- 1.2.3 references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.2.4 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.2.5 the headings in this Framework Agreement are for ease of reference only and shall not affect its interpretation;
- 1.2.6 references to clauses, schedules and appendices are, unless otherwise provided, references to the clauses of and schedules and appendices to this Framework Agreement;
- 1.2.7 if there is any conflict between the clauses and the schedules and/or any appendices to the schedules and/or any other documents referred to in this Framework Agreement, the clauses shall prevail over the remainder of the schedules;
- 1.2.8 where an amount or sum is expressed to be "subject to indexation" at a point in time, it shall be adjusted by reference to the percentage change in the Retail Prices Index (all items excluding mortgages) over the most recent 12 months for which published data is available at that point in time; and
- 1.2.9 neither Party shall be liable for any Default of its obligations under this Framework Agreement to the extent that such Default is caused by a failure or delay by the other Party in performing its obligations under this Framework Agreement, provided and to the extent that the affected Party notifies the other Party of such failure or delay within 20 Working Days of the affected Party becoming aware of its occurrence and of its likely impact.

PART ONE: FRAMEWORK AGREEMENT AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT

- 2.1 This Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise extended or terminated in accordance with its terms or it is otherwise lawfully terminated) shall terminate:
 - 2.1.1 at the end of the Initial Term; or
 - 2.1.2 subject to Clause 2.2 below, if the Authority elects to extend the Initial Term or an Extension Period by giving the Supplier at least 3 months' notice before the end of the Initial Term or an Extension Period, at the end of the Extension Period.
- 2.2 The Authority shall not extend the Initial Term by more than two Extension Periods.

3. SCOPE OF FRAMEWORK AGREEMENT

3.1 This Framework Agreement governs the relationship between the Parties in relation to the provision of Goods and/or Services by the Supplier to Contracting Bodies.

3.2 In particular this Framework Agreement sets out:

3.2.1 the entitlement of a Contracting Body to order Goods and/or Services from the Supplier;

3.2.2 the procedure to be followed if a Contracting Body wishes to order Goods and/or Services from the Supplier; and

3.2.3 the terms and conditions that shall apply to the provision of those Goods and/or Services.

4. SUPPLIER'S APPOINTMENT

The Authority appoints the Supplier as a potential Supplier of the Goods and/or Services and the Supplier shall be eligible to be considered for the award of Orders for such Goods and/or Services by the Authority and Other Contracting Bodies during the Term.

5. NON COMMITMENT OR EXCLUSIVITY

5.1 The Supplier acknowledges that the award of this Framework Agreement does not provide any guarantee that the Supplier will be awarded an agreement by one or more Contracting Bodies and that the award of an agreement does not provide any guarantee of any Contracting Body placing any order for Goods and/or Services, or of the volume of any Goods and/or Services that might be placed under any agreement.

5.2 The Supplier acknowledges that it is not the exclusive supplier of goods and/or services that are the same as or similar to the Goods or Services and that Contracting Bodies may procure goods or services that are the same as or similar to the Goods or Services from any other supplier.

6. ORDER PROCEDURES

Orders under this Framework Agreement

6.1 If the Authority or any Other Contracting Body decides to source Goods and/or Services through this Framework Agreement then it may place an Order with the Supplier which states:

6.1.1 the Goods and/or Services required and the date for Delivery of such Goods or provision of such Services;

6.1.2 the price payable for the Goods and/or Services in accordance with the Pricing Matrix applicable for those Goods and/or Services; and

6.1.3 incorporates the Call-Off Terms and Conditions

Responsibility for Orders

6.2 The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its order for Call-Off Contracts under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

6.2.1 the conduct of Other Contracting Bodies in relation to this Framework Agreement; or

- 6.2.2 the performance or non-performance of any Call-Off Contract between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.

Form of Order

- 6.3 Subject to Clauses 6.1 to 6.2 above, each Contracting Body may place an Order with the Supplier by serving an Order in writing containing information set out in Schedule 3 as a minimum or such similar or analogous form agreed with the Supplier including systems of ordering involving facsimile, electronic mail or other on-line solutions.
- 6.4 The Order constitutes an offer by the Contracting Body to purchase the Goods and/or Services subject to the terms and conditions of the Call-Off Contract.

Accepting and Declining Orders

- 6.5 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the relevant Contracting Body and notified to the Supplier in writing at the same time as the submission of the Order which in any event shall not exceed two (2) Working Days acknowledge receipt of the Order and either:

6.5.1 notify the relevant Contracting Body that it declines to accept the Order; or

6.5.2 notify in writing the relevant Contracting Body that it accepts the Order

6.5.3 If the Supplier: notifies the Contracting Body that it declines to accept an Order; or

6.5.4 the time-limit referred to in Clause 6.5 has expired,

then the offer from the Contracting Body to the Supplier shall lapse and the relevant Contracting Body may withdraw that Order.

- 6.6 The Supplier in agreeing to accept such an Order pursuant to Clause 6.3 above shall enter a Call-Off Contract with the relevant Contracting Body for the provision of Goods and/or Services referred to in that Order. A Call-Off Contract shall be formed on the Contracting Body's receipt of the Supplier's written acceptance of Order (or such similar or analogous form agreed with the Supplier) pursuant to Clause 6.5.2.

PART TWO: SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7. WARRANTIES AND REPRESENTATIONS

- 7.1 Each Party warrants, represents and undertakes that:

7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;

7.1.2 this Framework Agreement is executed by a duly authorised representative of that Party;

7.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Framework Agreement; and

7.1.4 once duly executed this Framework Agreement will constitute its legal, valid and binding obligations.

7.2 The Supplier warrants, represents and undertakes:

7.2.1 for the duration of the Term that:

7.2.1.1 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Supplier's obligations under this Framework Agreement; and

7.2.1.2 it shall at all times comply with Law in carrying out its obligations under this Framework Agreement; and

7.2.2 as at the Commencement Date:

7.2.2.1 all statements and representations in the Supplier's response to the ITT are true and accurate in all material respects and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;

7.2.2.2 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement;

7.2.2.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

7.2.2.4 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement; and

7.2.2.5 in entering into this Framework Agreement it has not committed a Prohibited Act; and

7.2.3 in the three (3) trading years prior to the Commencement Date:

7.2.3.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and

7.2.3.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established.

7.3 Except as expressly stated in this Framework Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

7.4 For the avoidance of doubt the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.

8. PREVENTION OF CORRUPTION AND ANTI-BRIBERY

8.1 The Supplier shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Framework Agreement or any other contract with the Authority or any other public body, or for

showing or refraining from showing favour or disfavour to any person in relation to this Framework Agreement or any such contract.

8.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body in connection with this Framework Agreement.

8.3 The Supplier shall:

8.3.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “**Relevant Requirements**”);

8.3.2 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 United Kingdom;

8.3.3 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 8.3.2, and shall enforce them where appropriate;

8.3.4 promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Framework Agreement;

8.3.5 immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Commencement Date;

8.3.6 within three (3) months of the Commencement Date, and annually thereafter, certify to the Authority in writing signed by an officer of the Supplier, compliance with this clause 8.3 by the Supplier and all persons associated with it under clause 8.4. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

8.4 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this Framework Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in clause 8.3 (the “**Relevant Terms**”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.

8.5 If the Supplier, its Staff or anyone acting on the Supplier’s behalf, engages in conduct prohibited by clause 8.2 or 8.3 or commits any offence under the Bribery Act 2010, the Authority may:

8.5.1 terminate this Framework Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Goods or Services under a new framework agreement and any additional expenditure incurred by the Authority throughout the remainder of the Term; or

8.5.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of clauses 8.3 to 8.4.

8.6 For the purpose of this clauses 8.3 to 8.5, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of clauses 8.3 to 8.5, a person associated with the Supplier includes but is not limited to any sub-contractor of the Supplier.

9. TRANSPARENCY

- 9.1 The Supplier shall provide to the Authority such assistance as the Authority may reasonably require to comply with its transparency obligations for meeting Government policies on the availability and accuracy of information about the delivery of public services that are publicly funded.
- 9.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
- 9.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Framework Agreement.

10. CONFLICTS OF INTEREST AND REPUTATION OF THE AUTHORITY

- 10.1 In providing the Goods and/or Services, the Supplier shall (and shall procure that its staff and any sub-contractors shall) not do any act or thing nor permit any situation to arise whereby a conflict or a potential conflict arises or may arise between the interests of the Authority and the interests of the Supplier and/or bring the Authority into disrepute (a “**Reputational Concern Event**”).
- 10.2 The Supplier shall notify the Authority in writing as soon as reasonably practicable, and in any event within ten (10) Working Days, of:
- 10.2.1 any actual or potential conflict of interest arising from its involvement in this Framework Agreement;
- 10.2.2a Reputational Concern Event. The Supplier shall provide details of:
- 1.1.1.1. the identity of any person;
- 1.1.1.2. the details of the Reputational Concern Event; and
- 1.1.1.3. the Supplier shall regularly update the Authority until the conclusion of the Reputational Concern Event.
- 10.3 The Supplier shall comply with any reasonable instructions of the Authority to:
- 10.3.1 end, avoid or mitigate the effect of any actual or potential conflict of interest; and
- 10.3.2 end, avoid or mitigate the effect of the Reputational Concern Event.

11. SAFEGUARD AGAINST FRAUD

The Supplier shall safeguard the Authority’s funding of this Framework Agreement against Fraud generally and, in particular, Fraud on the part of the Staff, or the Supplier’s directors and suppliers. The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

12. CALL-OFF CONTRACT PERFORMANCE

12.1 The Supplier shall perform all Call-Off Contracts entered into with the Authority or any Other Contracting Body in accordance with:-

12.1.1 the requirements of this Framework Agreement; and

12.1.2 the terms and conditions of the respective Call-Off Contracts.

12.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of this Framework Agreement shall prevail.

13. PRICING

13.1 The prices offered by the Supplier for Call Off Contracts to Contracting Bodies for Goods and Services shall be the prices listed in the Pricing Matrix at Schedule 2 and shall be firm for the duration of the Initial Term.

13.2 All prices in the Pricing Matrix shall be subject to review at least three (3) months before the expiry date of this Framework Arrangement whereupon the parties shall seek to agree new prices for any Extension Periods in accordance with the provisions of Schedule 2.

13.3 Any new device or consumable that gets admitted to the Framework Agreement will be subject to price negotiations between the Parties. No device or consumable will be added to the Framework Agreement until the price has been mutually agreed between the Parties.

14. STATUTORY REQUIREMENTS

The Supplier shall be responsible for obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

15. STANDARDS

15.1 The Supplier shall comply with the Standards in performing its obligations under this Framework Agreement and any Call-off Contracts.

15.2 The Supplier shall maintain the Standards and requirements set out in the Specifications at Schedule 1. All quality assessments and reports shall be disclosed to the Authority when requested.

15.2 The Authority reserves the right to exercise some degree of flexibility over scope of accreditation, in order to allow Goods or Services to be provided.

15.3 The Supplier shall procure that its sub-contractors shall have the level of accreditation relevant to the Services to be provided and prior to the submission of work against this Framework Agreement, and shall be responsible for ensuring that sub-contractors maintain any necessary accreditation.

16. NON-DISCRIMINATION

16.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

16.2 The Supplier shall take all reasonable steps to secure the observance of clause 16.1 by all Staff of the Supplier and all suppliers and sub-contractors employed in the execution of this Framework Agreement.

PART THREE: SUPPLIER'S INFORMATION OBLIGATIONS

17. PROVISION OF MANAGEMENT INFORMATION

- 17.1 The Supplier shall, at no additional cost to the Authority or any other Contracting Authority:
 - 17.1.1 provide the Management Information as detailed at Schedule 5 (Management Information Requirements);
 - 17.1.2 attend the meetings as detailed at Schedule 5 (Management Information Requirements)
 - 17.1.3 provide such other meetings and provide such other Management Information as reasonably requested by the Authority and;
 - 17.1.4 comply with the KPI requirement in schedule 7.

- 17.2 The Supplier is to assign a single point of contact to ensure the successful performance of this Framework Agreement. The nominated single point of contact should be advised no later than the Commencement Date. The single point of contact will provide access to Management Information and review/monitor performance against this Framework Agreement
- 17.3 The onus for monitoring performance against this Framework Arrangement is placed on the Supplier. The Authority will agree an appropriate format and content of Management Information prior to commencement of this Framework Arrangement.
- 17.4 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body or Crown body.
- 17.5 The Authority may make changes to the Management Information which the Supplier is required to supply and shall give the Supplier at least one (1) Month's written notice of any changes.

18. RECORDS AND REPORTS

- 18.1 The Supplier shall, during the Term and for a period of six (6) years following expiry or termination of this Framework Agreement, retain and maintain complete and accurate documents and records in relation to the performance of its obligations under this Framework Agreement and any Call-Off Contracts:
 - 18.1.1 in accordance with the requirements of the National Audit Office and Good Industry Practice;
 - 18.1.2 in chronological order;
 - 18.1.3 in a form that is capable of audit; and
 - 18.1.4 at its own expense.
- 18.2 The Supplier shall make such records available for inspection by the Authority on request subject to the Authority giving reasonable notice and the Authority shall be entitled to make copies of any such records.

18.3 The Supplier shall ensure that any records reasonably required by the Authority under this Clause are available to the Authority on-line and capable of being printed.

19. CONFIDENTIALITY

19.1 Except to the extent set out in this clause 19 or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

19.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

19.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

19.2 Clause 19.1 shall not apply to the extent that:

19.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 22 (Freedom of Information);

19.2.2 such Confidential Information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

19.2.3 such Confidential Information was obtained from a third party without obligation of confidentiality;

19.2.4 such Confidential Information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or

19.2.5 it is independently developed without access to the other Party's Confidential Information.

19.3 The Supplier may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Goods and/or Services and who need to know the Confidential Information, and shall ensure that such Staff are aware of these obligations of confidentiality (by the provision of training, the display of notices, the imposition of individual confidentiality agreements or other appropriate means), and shall comply with those obligations.

19.4 The Supplier shall not, and shall procure that Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Framework Agreement.

19.5 At the written request of the Authority, the Supplier shall procure that Staff who need to know the Authority's Confidential Information signs a confidentiality undertaking on terms no less stringent than the obligations set out in this Clause 19 (Confidentiality) prior to commencing any work in accordance with this Framework Agreement.

19.6 Nothing in this Framework Agreement shall prevent the Authority from disclosing the Supplier's Confidential Information:

19.6.1 to any Crown body or any Other Contracting Body. All Crown bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body;

- 19.6.2 to any consultant, contractor or other person engaged by the Authority or any person conducting a gateway review (or any equivalent audit or review carried out by a public body) provided that such disclosure shall not be made to any such person who may reasonably be regarded as a competitor to the Supplier;
- 19.6.3 for the purpose of the examination and certification of the Authority's accounts; or
- 19.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 19.7 The Authority shall notify the Supplier of the recipient, and the scope of such Supplier's Confidential Information as soon as reasonably practicable prior to its disclosure and use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause 19.6 is made aware of the Authority's obligations of confidentiality.
- 19.8 Nothing in this clause 19 (Confidentiality) shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

20 OFFICIAL SECRETS ACTS

- 20.1 The Supplier undertakes to abide by, and ensure that its staff abide by, the provisions of the Official Secrets Acts 1911 to 1989.
- 20.2 In the event that the Supplier or any of its Staff fail to comply with this clause 20, the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.
- 20.3 The provisions of clause 20.1 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

21. DATA PROTECTION

- 21.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under the Contract and shall specify in **Error! Reference source not found.** of **Error! Reference source not found.** which scenario they think shall apply in each situation.

21.2 Where one Party is Controller and the other Party its Processor

- (a) Where a Party is a Processor, it must only process Personal Data if authorised to do so by the Authority .
- (b) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the processing operations;

- (iii) the risks to the rights and freedoms of Data Subjects; and
 - (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- (c) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- (d) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- (e) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- (f) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
- (i) are aware of and comply with the Processor's duties under this clause **Error! Reference source not found.**;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (g) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- (h) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (ii) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (ii) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;

- (iv) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
- (j) The Processor must notify the Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (v) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - (vi) becomes aware of a Data Loss Event.
- (k) Any requirement to notify under clause **Error! Reference source not found.** includes the provision of further information to the Controller in stages as details become available.
 - (i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause **Error! Reference source not found.**. This includes giving the Controller:
 - (ii) full details and copies of the complaint, communication or request;
 - (iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iv) any Personal Data it holds in relation to a Data Subject on request;
 - (v) assistance that it requests following any Data Loss Event; and
 - (vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- (l) The Processor must maintain full, accurate records and information to show it complies with this clause **Error! Reference source not found.**. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - (i) is not occasional;
 - (ii) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) is likely to result in a risk to the rights and freedoms of Data Subjects.
- (m) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (n) Before allowing any Sub processor to process any Personal Data, the Processor must:
 - (i) notify the Controller in writing of the intended Sub processor and processing.
 - (ii) obtain the written consent of the Controller.
 - (iii) enter into a written contract with the Sub processor so that this clause **Error! Reference source not found.** applies to the Sub processor; and
 - (iv) provide the Controller with any information about the Sub processor that the Controller reasonably requires.

- (v) The parties agree that the Sub processors listed in the following link, https://axon-2.cdn.prismic.io/axon-2/6726c283-17bb-46a7-bdeb-9b4f3ab766e7_Cloud+Service+Privacy+Policy+Tables+update+8.31.2022.pdf), are pre-approved Sub processors and do not require further notification or consent.
- (o) The Processor remains fully liable for all acts or omissions of any Sub processor.
- (p) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause **Error! Reference source not found.** to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- (q) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

21.3 Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26.

21.4 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract that are necessary to comply with the Data Protection Legislation.

22. FREEDOM OF INFORMATION

- 22.1 The Supplier acknowledges that the Authority is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 22.2 The Supplier shall:
 - 22.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 22.2.2 provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - 22.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 22.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 22.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised in writing to do so by the Authority.
- 22.5 The Supplier acknowledges that (notwithstanding the provisions of clause 19 (Confidentiality)) the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA or the Environmental Information Regulations to disclose any Information concerning the Supplier this Framework Agreement:

- 22.5.1 in certain circumstances without consulting the Supplier; or
 - 22.5.2 following consultation with the Supplier and having taken their views into account,
 - 22.5.3 provided always that where clause 22.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 22.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with clause 18 (Records) and shall permit the Authority to inspect such records as requested from time to time.
- 22.7 The Supplier acknowledges that Commercially Sensitive Information listed in Annex A at Schedule 4 is of indicative value only and that the Authority may be obliged to disclose it in accordance with clause 22.

23 PUBLICITY

- 23.1 The Supplier shall not:
- 23.1.1 make any press announcements or publicise this Framework Agreement or its contents in any way; or
 - 23.1.1 use the Authority's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Authority, unless such disclosure is made pursuant to a court order or required by applicable Law in which case it shall promptly notify the Authority of such disclosure.
- 23.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an endorsement of any Goods or Services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

24 TERMINATION

Termination on Default

- 24.1 The Authority may terminate this Framework Agreement, or terminate any part of this Framework Agreement by written notice to the Supplier with immediate effect if the Supplier commits a Default and if:
- 24.1.1 the Supplier has not remedied the Default to the satisfaction of the Authority within twenty Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 24.1.2 the Default is not capable of remedy; or
 - 24.1.3 the Default is a fundamental breach of this Framework Agreement.

- 24.2 In the event that through any Default of the Supplier, data transmitted or processed in connection with this Framework Agreement is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission.
- 24.3 The Supplier may terminate this Framework Agreement if the Authority is in material breach of its obligations to pay undisputed charges by giving the Authority sixty (60) Working Days notice specifying the breach and requiring its remedy.

Termination on Financial Standing

- 24.4 The Authority may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where (in the reasonable opinion of the Authority), there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which adversely impacts on the Supplier's ability to supply Goods or Services under this Framework Agreement.

Termination on Insolvency and Change of Control

- 24.5 The Authority may terminate this Framework Agreement with immediate effect by notice in writing where in respect of the Supplier:-
- 24.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 24.5.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 24.5.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 24.5.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 24.5.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 24.5.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 24.5.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 24.5.8 any event similar to those listed in clause 24.5.1 to clause 24.5.7 occurs under the law of any other jurisdiction.
- 24.6 The Supplier shall notify the Authority immediately if the Supplier undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Authority may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:-
- 24.6.1 being notified that a Change of Control has occurred; or

24.6.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

Termination by the Authority

24.7 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of this Framework Agreement at any time by giving three (3) months' written notice to the Supplier.

25 SUSPENSION OF SUPPLIER'S APPOINTMENT

Without prejudice to the Authority's rights to terminate this Framework Agreement in clause 24 above, if a right to terminate this Framework Agreement arises in accordance with clause 24, the Authority may suspend the Supplier's appointment to supply Goods and/or Services to Contracting Bodies by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 25, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

26 CONSEQUENCES OF TERMINATION AND EXPIRY

26.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this clause 26.

26.2 Termination or expiry of this Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

26.3 Within thirty (30) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any data and Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under this Framework Agreement, or such period as is necessary for such compliance.

26.4 The Authority shall be entitled to require access to data or information arising from the provision of the Goods and/or Services from the Supplier until the latest of:-

26.4.1 the expiry of a period of twelve (12) Months following termination or expiry of this Framework Agreement; or

26.4.2 the expiry of a period of three (3) Months following the date on which the Supplier ceases to provide Goods or Services under any Call-Off Contract.

26.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

26.6 The provisions of clauses 1 (Interpretation), 7 (Warranties and Representations), 8 (Prevention of Corruption and Anti-Bribery), 9 (Transparency), 10 (Conflicts of Interest and Reputation of the Authority), 17 (Provision of Management Information), 18 (Records and Reports), 19 (Confidentiality), 20 (Official Secrets Acts), 21 (Data Protection), 22 (Freedom of Information),

27 (Intellectual Property Rights), 26 (Consequences of Termination and Expiry), 28 (Liability), 29 (Insurance) and 40 (Law and Jurisdiction) shall survive the termination or expiry of this Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

PART FIVE: INTELLECTUAL PROPERTY, INSURANCE AND LIABILITY

27. INTELLECTUAL PROPERT RIGHTS (IPR)

- 27.1 The Supplier shall indemnify and keep indemnified and hold the Authority harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer may suffer or incur as a result of any claim that provision of the Goods and/or Services infringes or allegedly infringes a third party's Intellectual Property Rights ("Claim").
- 27.2 The Authority shall notify the Supplier in writing of the Claim and the Authority shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:
- 27.2.1 shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 27.2.2 shall take due and proper account of the interests of the Authority; and
 - 27.2.3 shall not settle or compromise the Claim without the Authority's Approval I (not to be unreasonably withheld or delayed).

28. LIABILITY

- 28.1 Neither Party limits its liability for:
- 28.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 28.1.2 fraud or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or
 - 28.1.3 breach of any obligation 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.

Financial Limits

- 28.2 Subject to clause 28.1, the Supplier's total aggregate liability:
- 28.2.1 in respect of clause 27 (Intellectual Property Rights), shall be unlimited;
 - 28.2.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Framework Agreement shall in no event exceed £2,000,000 for any one incident, exclusive of VAT and subject to indexation.
- 28.3 The Supplier acknowledges and accepts that the Authority's responsibility under this Framework Agreement is to procure that Contracting Bodies procure any Call-Off Contracts

in a fair and open manner. Accordingly, but subject to clause 28.2, the Authority's total aggregate liability:

28.3.1 for all Defaults by the Authority resulting in loss of or damage to the property or assets (including technical infrastructure, assets or equipment) of the Provider shall in no event exceed £2,000,000 (subject to indexation); and

28.3.2 in respect of all other Defaults by the Authority shall in no event exceed £2,000,000 (subject to indexation).

28.4 Subject to clauses 28.1 and 28.5, neither Party will be liable to the other party for:

28.4.1 any indirect, special or consequential loss or damage; or

28.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

28.5 The Authority may, amongst other things, recover as a direct loss:

28.5.1 any reasonable and necessary additional operational and/or administrative costs and expenses arising from the Supplier's Default;

28.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from the Supplier's Default; and

28.5.3 the additional reasonable and necessary cost of procuring a replacement Supplier for the remainder of the Term.

28.6 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 28 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 28.

28.7 Nothing in this clause 28 shall act to reduce or affect a Party's general duty to mitigate its loss.

29 **INSURANCE**

29.1 The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Framework Agreement including death or personal injury, or loss of or damage to property.

29.2 The Supplier shall effect and maintain the following insurances for the duration of this Framework Agreement in relation to the performance of this Framework Agreement:-

29.2.1 public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time;

29.2.2 product liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time; and

29.2.3 employers' liability insurance with a minimum limit of indemnity as required by Law from time to time.

29.3 Any excess or deductibles under such insurance (referred to in clause 29.1 and clause 29.2) shall be the sole and exclusive responsibility of the Supplier.

- 29.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement.
- 29.5 The Supplier shall produce to the Authority, on request, copies of all insurance policies referred to in this clause 29 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 29.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by this Framework Agreement then the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 29.7 The Supplier shall maintain the insurances referred to in clause 29.1 and clause 29.2 for a minimum of six (6) years following the expiration or earlier termination of this Framework Agreement.

PART SIX: OTHER PROVISIONS

30 TRANSFER AND SUB-CONTRACTING

- 30.1 The Framework Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the Authority. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
- 30.2 The Authority shall be entitled to:-
- 30.2.1 assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement or any part thereof to any Other Contracting Body or Crown body; or
 - 30.2.2 novate this Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority;
- provided that such assignment, novation or disposals shall not increase the burden of the Supplier's obligations under this Framework Agreement.

31 VARIATIONS TO THE FRAMEWORK AGREEMENT

- 31.1 The Authority may propose a variation to this Framework Agreement under this clause 31.
- 31.2 Except where clause 31.5 applies, the Authority may propose a variation using the procedure contained in this clause 31.
- 31.3 In order to propose a variation, the Authority shall serve the Supplier with written notice of the proposal to vary this Framework Agreement ("Notice of Variation").
- 31.4 The Notice of Variation shall:-
- 31.4.1 contain details of the proposed variation providing sufficient information to allow the Supplier to assess the variation and consider whether any changes shall be to the prices set out in its Pricing Matrices are necessary; and

- 31.4.2 require the Supplier to notify the Authority within forty (40) days of any proposed changes to the prices set out in its Pricing Matrices.
- 31.5 Upon receipt of the Notice of Variation, the Supplier has twenty (20) Working Days to respond in writing with any objections to the variation.
- 31.6 Where the Authority does not receive any written objections to the variation within the timescales detailed in clause 30.5, the Authority may then serve the Supplier with a written agreement detailing the variation to be signed and returned by the Supplier within 10 Working Days of receipt.
- 31.7 Upon receipt of a signed agreement from the Supplier, the Authority shall notify the Supplier in writing of the commencement date of the variation.

Objections to a Variation

- 31.8 In the event that the Authority receives one or more written objections to a variation, the Authority may:-
- 31.8.1 withdraw the proposed variation; or
- 31.8.2 propose an amendment to the variation.

Changes to the Pricing Matrix

- 31.9 Where the Supplier can demonstrate to the Authority's satisfaction that a variation would result in a change to the prices set out in its Pricing Matrix, the Authority may require further evidence from the Supplier that any additional costs to the Supplier will be kept to a minimum.
- 31.10 The Authority may require the Supplier to meet and justify any proposed changes to the Pricing Matrix that would result from a variation.
- 31.11 The Authority has the right to negotiate any proposed changes to the Pricing Matrix before any change is agreed.
- 31.12 Where a change to the Pricing Matrix is agreed by the Authority, the Authority shall notify its acceptance of the change to the Supplier in writing.
- 31.13 In the event that the Authority and the Supplier cannot agree to the changes to the prices set out in the Pricing Matrix, the Authority may:-
- 31.13.1 withdraw the variation; or
- 31.13.2 propose an amendment to the variation.

Variations which are not permitted

- 31.14 Neither Party shall propose any variation which:-
- 31.14.1 may prevent the Supplier from performing its obligations under this Framework Agreement; or
- 31.14.2 is in contravention of any Law.

32 RIGHTS OF THIRD PARTIES

- 32.10 Save as provided in clauses 3, and 6 and the rights specified in this Framework Agreement for the benefit of Contracting Bodies, a person who is not party to this Framework Agreement ("Third Party") has no right to enforce any term of this Framework Agreement under the

provisions of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

33 SEVERABILITY

33.10 If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

34 CUMULATIVE REMEDIES

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

35 WAIVER

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

35.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 35.

35.3 A waiver of any right or remedy arising from a breach of this Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Framework Agreement.

36 ENTIRE AGREEMENT

36.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

36.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.

36.3 Nothing in this clause 36 shall operate to exclude Fraud or fraudulent misrepresentation.

37 NOTICES

37.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under this Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

37.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause 37.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

37.3 For the purposes of clause 37.2, the address of each Party shall be:

37.3.1 For the Authority:-

Address: 2 Marsham Street, London, SW1-4DF

For the attention of: Leanne Bryant

Tel:07918 496840

Email: leanne.bryant@homeoffice.gov.uk

37.3.2 For the Supplier:-

Address: 14 Sopwith Way, Drayton Industrial Estate, Daventry NN11 8PB

For the attention of: Andy Gray

Tel: 07545967692

Email: agray@axon.com

37.4 Either Party may change its address for service by serving a notice in accordance with this clause 37.

38 COMPLAINTS HANDLING AND RESOLUTION

38.1 The Supplier shall notify the Authority of any Complaint made by Other Contracting Bodies within two (2) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint.

38.2 Complaints to be addressed to:

38.3 Supply of Conducted Energy Devices Framework Manager

Public Safety Group Commercial Team, Home Office, 4th Floor,
Peel, London, SW1P 4DF

38.4 Without prejudice to any rights and remedies that a complainant may have at Law, including under this Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement or a Call-Off Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

38.5 Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to its resolution.

39 DISPUTE RESOLUTION

39.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Framework Agreement within twenty (20) Working Days

of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

- 39.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 39.3 If the dispute cannot be resolved by the Parties pursuant to clause 39.1 the dispute shall be referred to mediation pursuant to the procedure set out in sub clause 39.5.
- 39.4 The performance of this Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier (or employee, agent, supplier or sub-contractor) shall comply fully with the requirements of this Framework Agreement at all times.
- 39.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- a A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties and shall be appropriately qualified to act as a mediator. If the Parties are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.
 - b The Parties shall within fourteen (14) days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
 - c Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - d If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - e Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
 - f If the Parties fail to appoint a Mediator within one month or reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then either Party may exercise any remedy it has under applicable law.

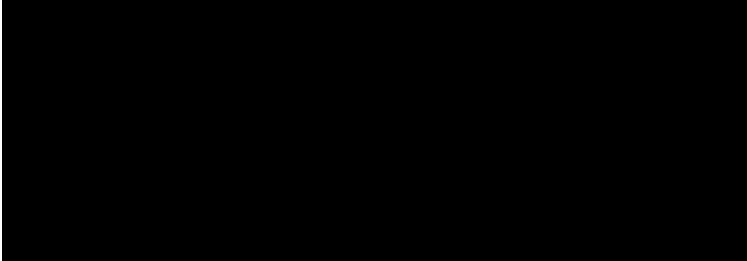
40 **LAW AND JURISDICTION**

The Authority and the Supplier accept the exclusive jurisdiction of the English and Welsh courts and agree that this Framework Agreement is to be governed by and construed according to English law.

This Framework Agreement has been duly executed by the Parties on the date which appears on the first page.

The Supplier

**SIGNED for and on behalf of Axon Public
Safety UK Limited**

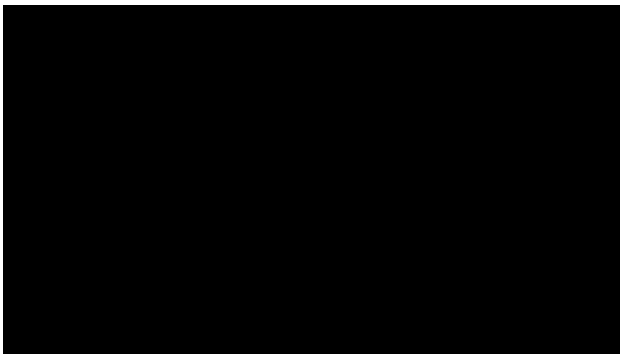


Position: Regional Director, UK&I

The Authority

**SIGNED for and on behalf of the
Secretary of State for the Home
Department**

Signature:



Position: Deputy Director

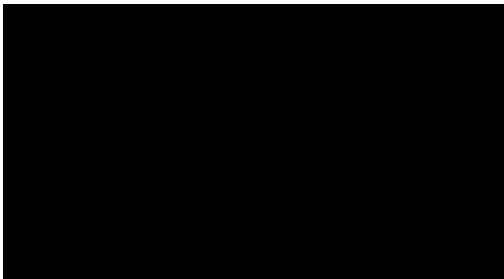
SCHEDULE 1

THE GOODS AND SERVICES

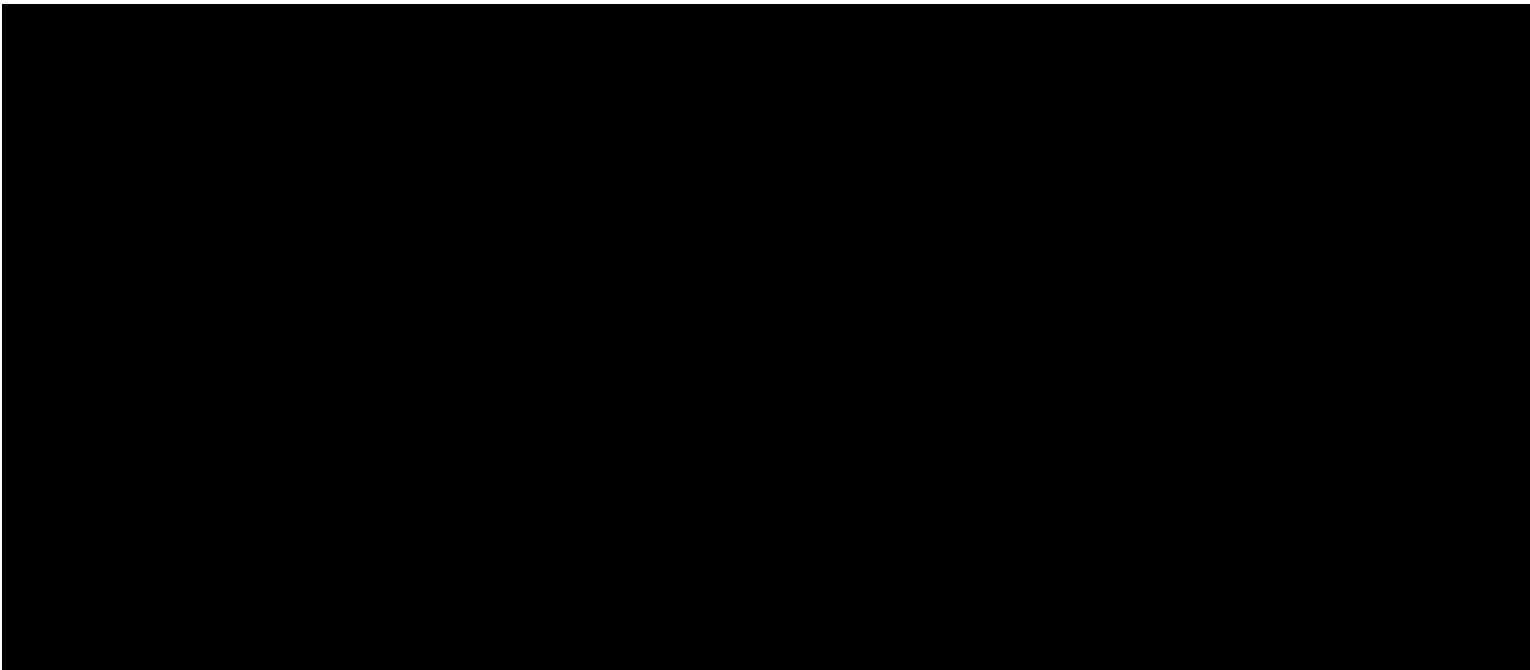
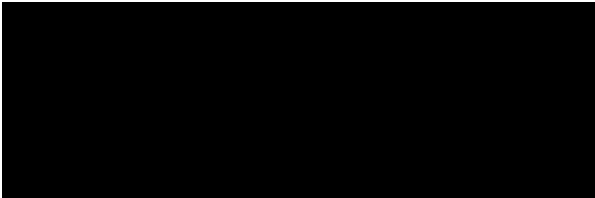
NATIONAL FRAMEWORK AGREEMENT FOR THE SUPPLY OF CONDUCTED ENERGY DEVICES (CEDs) AND ASSOCIATED EQUIPMENT

Details of specification and requirements are included within the attachments of National Framework Agreement for the Supply of Conducted Energy Devices (CEDs) and associated Equipment Invitation to Tender; the Suppliers submission to the tender will be inserted into this Schedule when the Framework Agreement is finalised.

CED SPECIFICATION



AXON PUBLIC SAFETY TENDER SUBMISSION



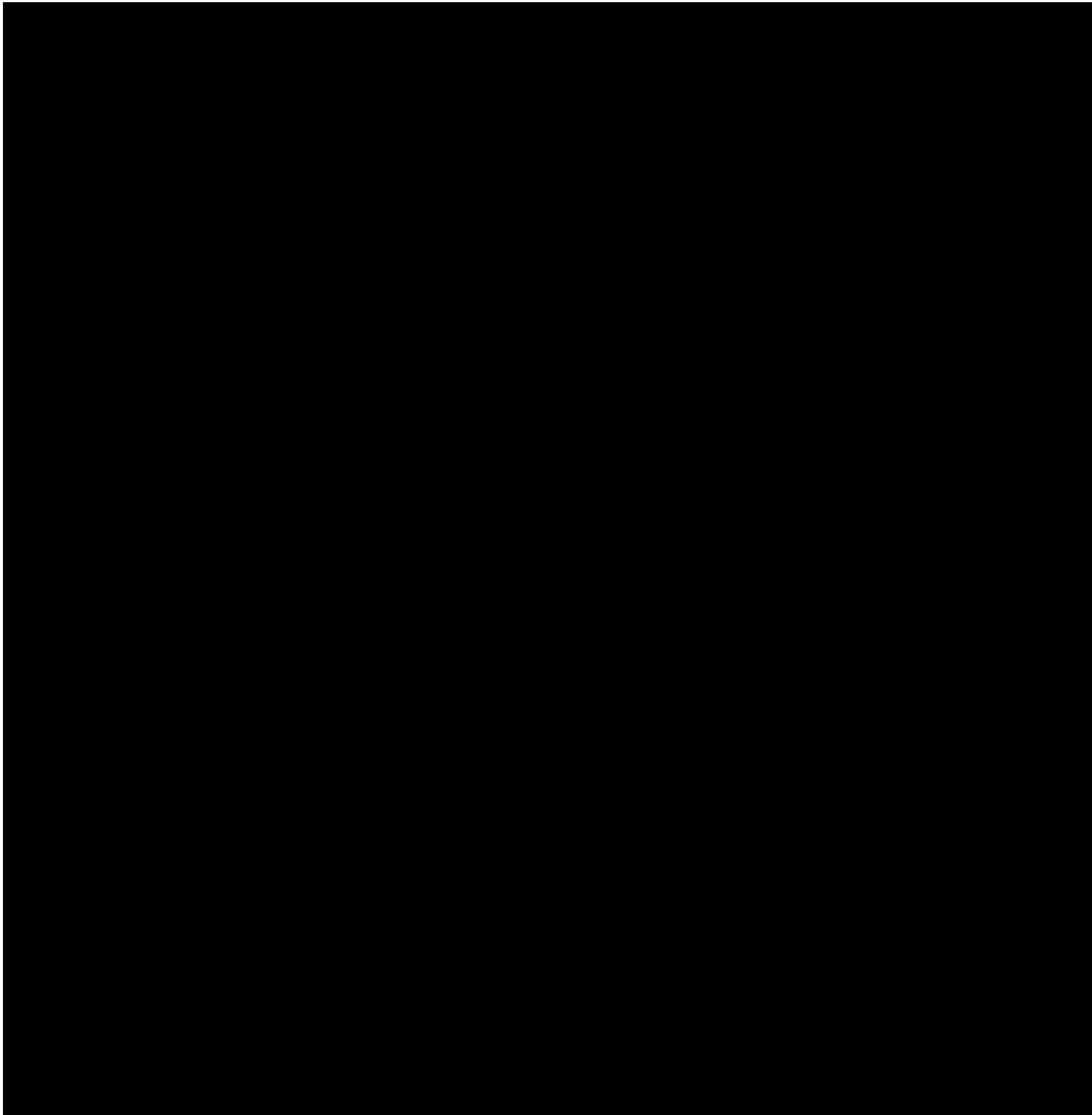


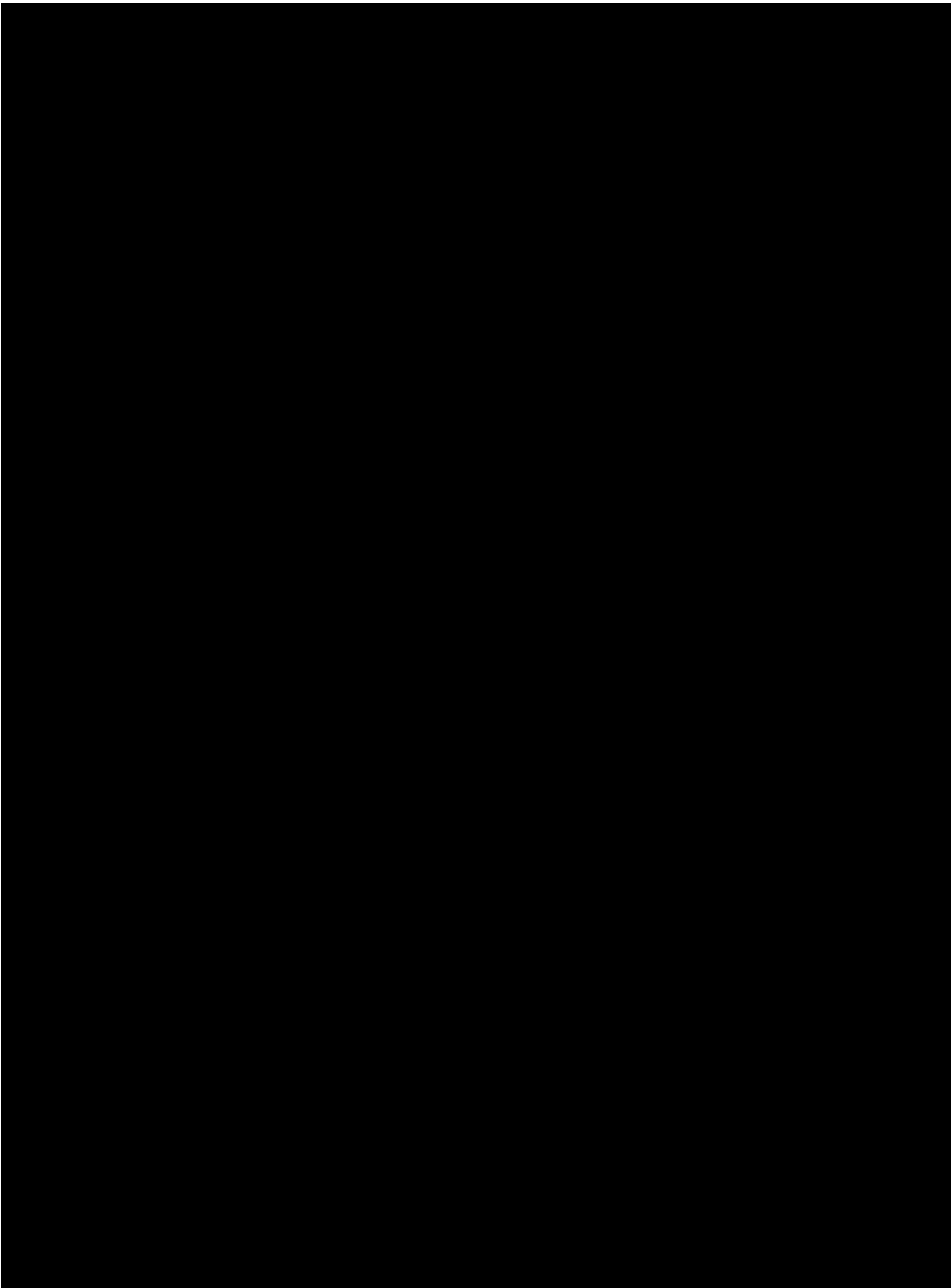
SCHEDULE 2

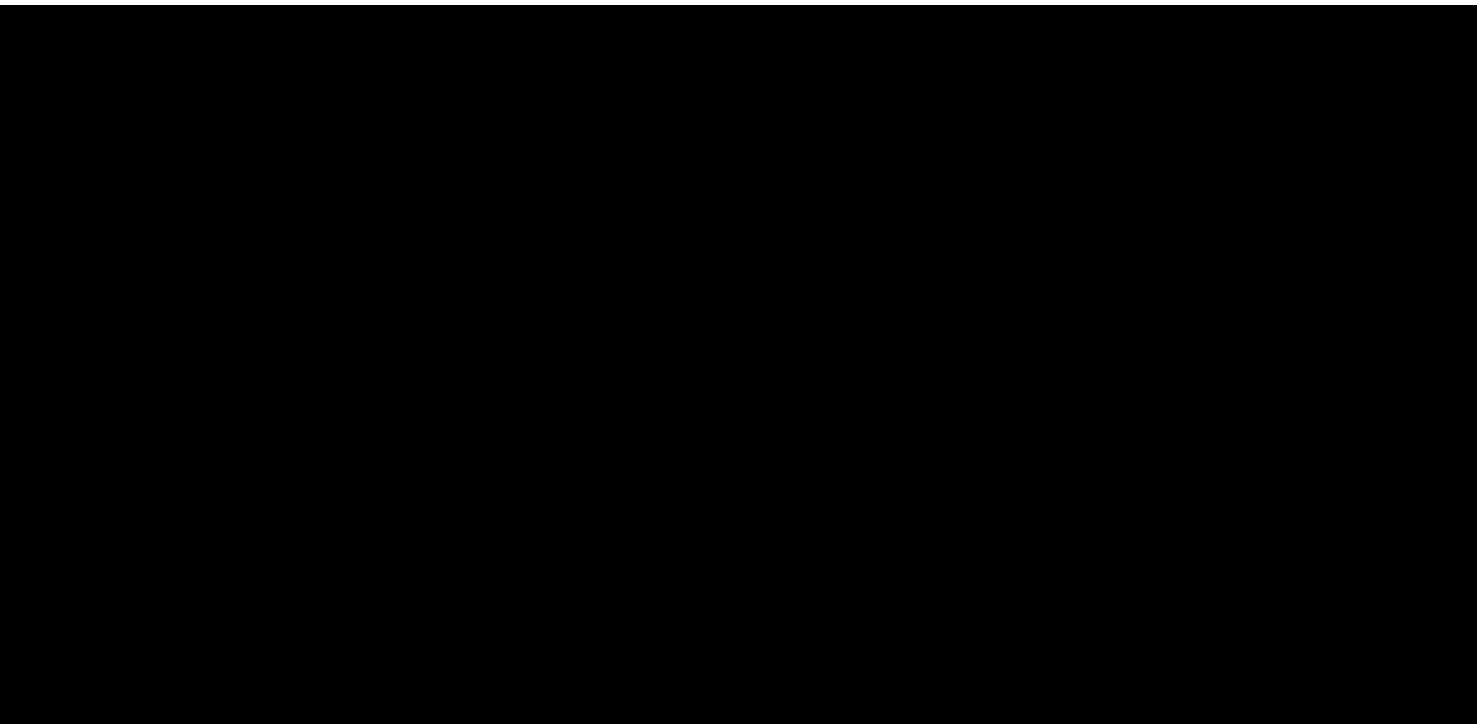
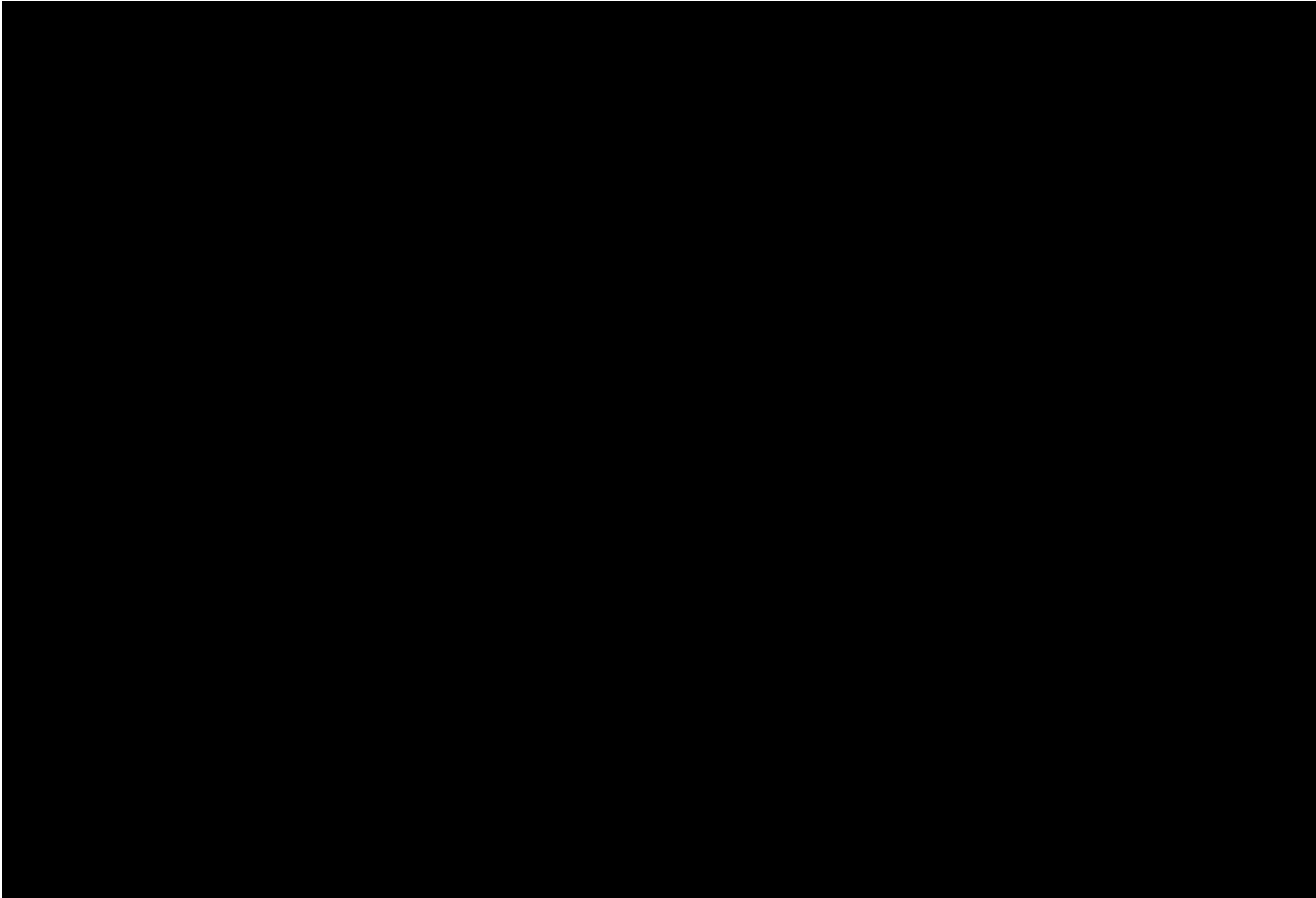
PRICING MATRIX

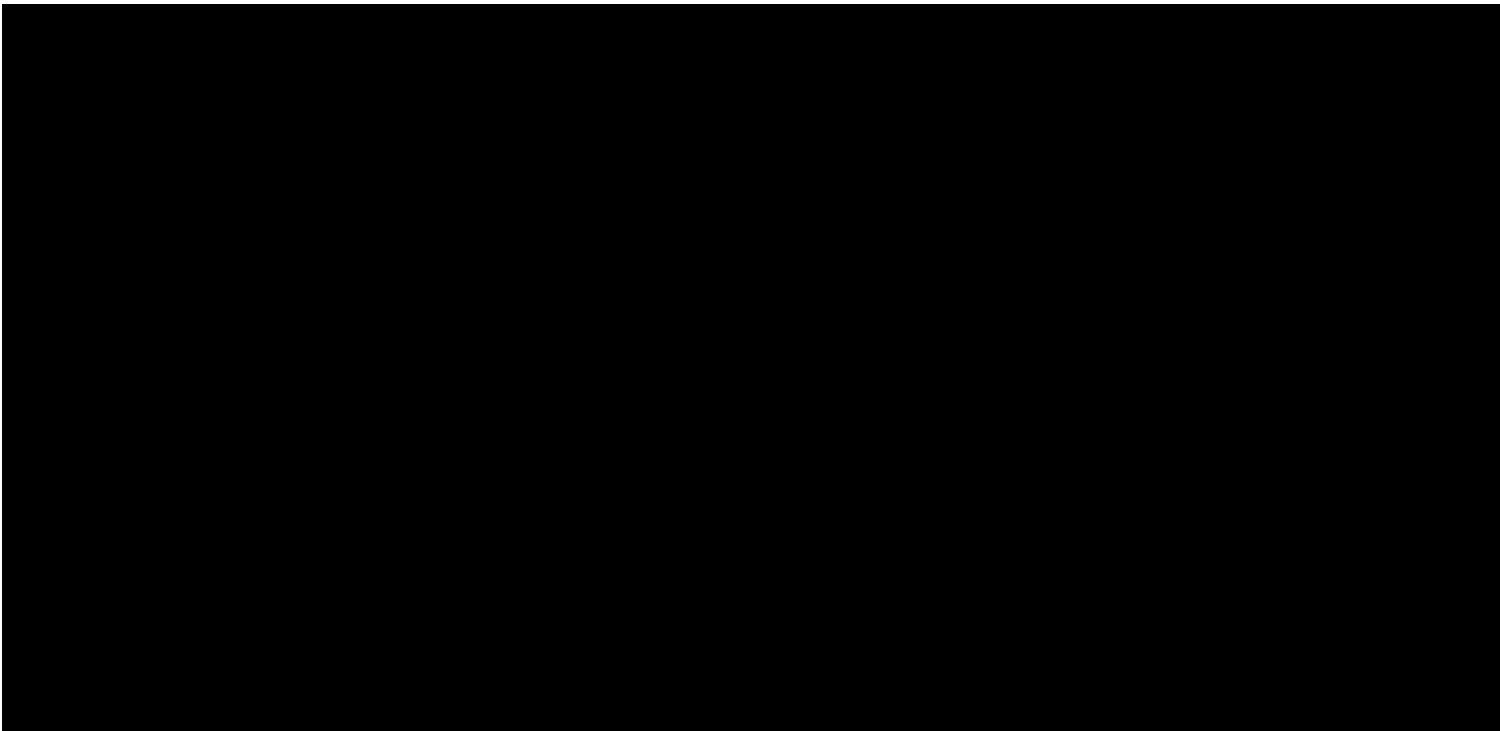
Pricing within the attachments of National Framework Agreement for the Supply of Conducted Energy Devices (CEDs) and associated Equipment Invitation to Tender; Appendix E Pricing schedule will be inserted into this Schedule when the Framework Agreement is finalised

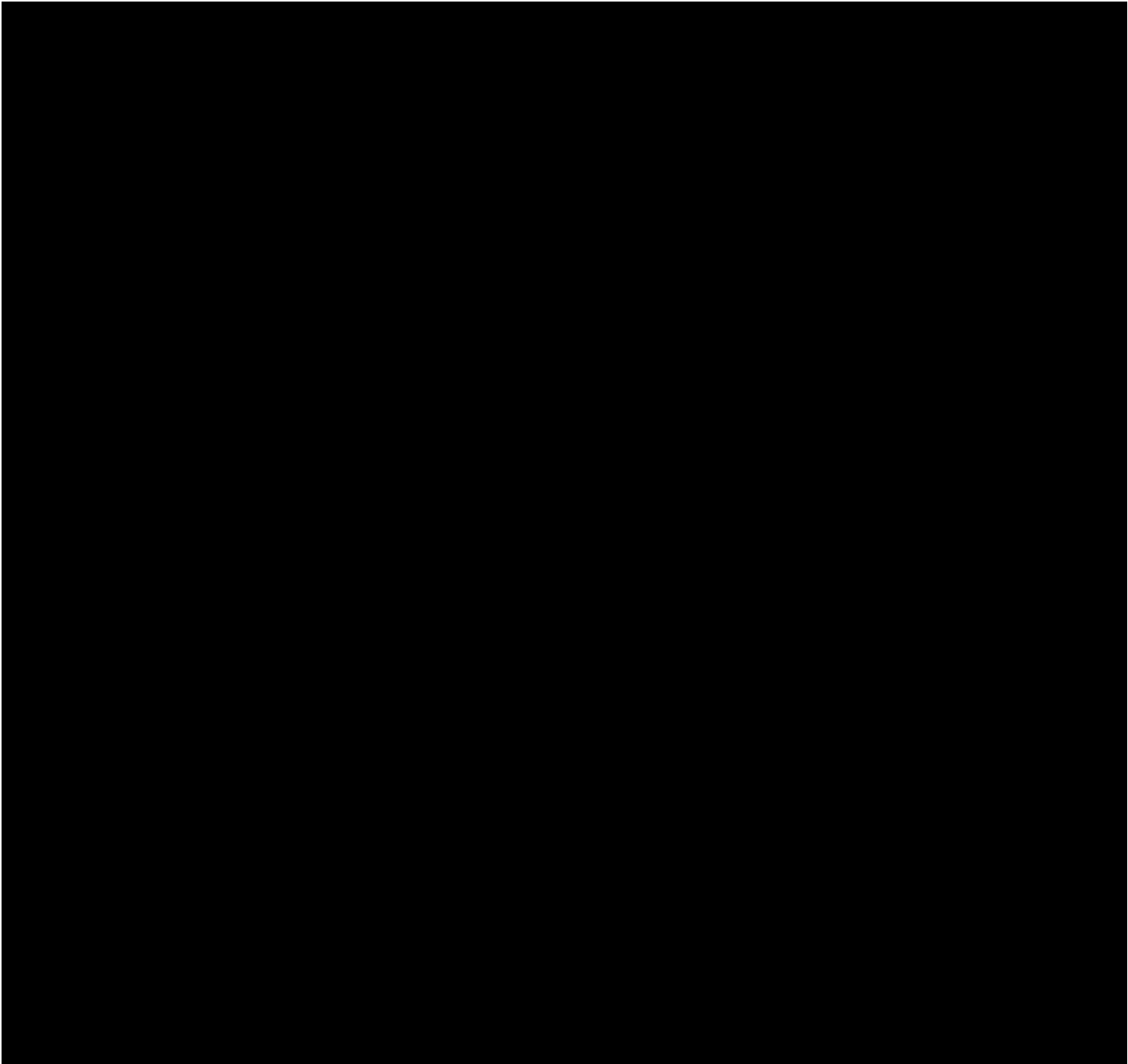
Complete Price book











SCHEDULE 3

ORDER FORM (Pricing valid for the Initial Term)

The Contract shall be in accordance with the Terms and Conditions as set out in Schedule 4 of the Framework Agreement, unless amended by mutual agreement of the parties.

The Supplier's standard lead-time is twenty (20) Working Days from the date an Order is accepted. Parties may waive this and agree an alternative delivery date within Orders placed under this Framework Agreement. **The Supplier's own terms and conditions will not apply to the Contract or any Order.**

(Note: The following details the minimum content of the order forms that should apply to orders placed under this Framework Arrangement. It is acknowledged that some Contracting Authorities may have different procedures that may necessitate further discussion and agreement between parties)

| | | | | | | |
|--|------------|------------|------------|------------|-------------|------------|
| Provision of CEDs and associated Equipment | | | | | | |
| Framework Reference Number: | | | | | | |
| Name of Contracting Authority (also the "Customer"): | | | | | | |
| Supplier Name: | | | | | | |
| Call off Volume | Qty 1 | Qty 2-25 | Qty 26-50 | Qty 51-100 | Qty 101-200 | Qty 201+ |
| Cost per item delivered | £ per item | £ per item | £ per item | £ per item | £ per item | £ per item |
| Conducted Energy Device | 0 | 0 | 0 | 0 | 0 | 0 |
| Cartridges - Live | 0 | 0 | 0 | 0 | 0 | 0 |
| Cartridges - Training | 0 | 0 | 0 | 0 | 0 | 0 |
| Holster | 0 | 0 | 0 | 0 | 0 | 0 |
| Inert Conducted Energy Device | 0 | 0 | 0 | 0 | 0 | 0 |
| Power Sources | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | |
| Additional Items/Services | £ | | | | | |
| Training (£ per day) | | | | | | |
| Maintenance & Support (£ per annum) | | | | | | |
| Extended Warranty (£ per annum) | | | | | | |
| Special Delivery Requests (by prior agreement with the Supplier) | | | | | | |

| Item Being Ordered | Quantity of Item Being Ordered | Total Value of Order £ |
|--------------------|--------------------------------|------------------------|
| | | |
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| | | |
|-------------------------------|---|--|
| Required delivery Date | | |
| Delivery Address: | Invoice Address (if different from Delivery Address: | |
| | | |

| Authorised to sign on behalf of the Customer | | Authorised to sign on behalf of the Supplier | |
|---|--|---|--|
| Signature: | | Signature: | |
| Date: | | Date: | |
| Name in Capitals | | Name in Capitals | |
| Address: | | Address: | |

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SCHEDULE 4

CALL-OFF TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 Definitions

In this Contract, unless the context otherwise requires the following provisions shall have the meanings given to them below:-

| | |
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| "Approval" and "Approved" | means the written consent of the Customer |
| "Auditor" | means the National Audit Office or an auditor appointed by the Audit Commission as the context requires |
| "Customer" | means the customer(s) identified in the Order Form |
| "Contract Commencement Date" | means the date on which an Order is accepted by the Supplier |
| "Contract Period" | has the meaning given to that term in Clause 2 |
| "Commercially Sensitive Information" | means the information listed in Annex A (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| "Confidential Information" | means:- (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and (b) the Specifications and does not include any information:- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 6.7 (Confidential Information)); (ii) which was in the possession of the receiving Party, without restriction as to its |

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| | disclosure, before receiving it from the disclosing Party; |
| | (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or |
| | (iv) is independently developed without access to the Confidential Information |
| "Contract" | means the written agreement between the Customer and the Supplier consisting of the Order Form and these clauses save that, for the purposes of Clause 1.5.4 only, reference to 'Contract' shall not include the Order Form |
| "Contract Price" | means the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under this Contract |
| "Contracting Authority" | means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 (as amended) other than the Customer and includes the following public sector bodies: the Metropolitan Police Authority; Police Crime Commissioners, the Northern Ireland Policing Board, Scottish Police Authority, Police Scotland, the Greater London Authority (or a functional body within the meaning of the Greater London Authority Act 1999), including the Police Forces of the United Kingdom, the Channel Islands, Home Office, British Transport Police, Ministry of Defence Police, College of Policing, the Civil Nuclear Constabulary and the National Crime Agency. |
| "Crown" | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf |
| "Default" | means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other |
| "Delivery" | means handing over of the Goods to the Customer at the address and on the date specified in the Order Form, which shall include unloading, stacking and any other specific arrangements agreed in |

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| | accordance with Clause 3.4 (Delivery). “Deliver” and “Delivered” shall be construed accordingly |
| “DPA” | means the Data Protection Act 2018 |
| "Environmental Information Regulations" | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations |
| "FOIA" | means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation |
| "Force Majeure" | <p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:-</p> <ul style="list-style-type: none">(a) any industrial action occurring within the Supplier's or any sub-contractor's organisation; or(b) the failure by any sub-contractor to perform its obligations under any sub-contract |
| "Framework Agreement" | means the framework agreement for the provision of Conducted Energy Devices (CEDs) and associated equipment between The Secretary of State for The Home Department and the Supplier dated [day/month/2023]. |
| "Fraud" | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Customer |
| "Good Industry Practice" | means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances |
| “Goods” | means the goods to be supplied as specified in the Order Form |
| "Information" | has the meaning given under Section 84 of the FOIA |

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| "Intellectual Property Rights" and "IPRs" | means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off |
| "Law" | means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply |
| "Month" | means calendar month |
| "Order" | means the order submitted by the Customer to the Supplier in accordance with the Framework Agreement |
| "Order Form" | means the order submitted to the Supplier by the Customer in accordance with the Framework Agreement which sets out the description of the Goods or Services to be supplied |
| "Parent Company" | means any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding Company" shall have the meaning ascribed in Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto |
| "Party" | means the Supplier or the Customer and "Parties" shall be construed accordingly |
| "Premises" | means the address where the Goods are to be Delivered or where the Services are to be provided, as set out in the Order Form |
| "Supplier" | means the person, firm or company with whom the Customer enters into the Contract as identified in the Order Form |

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| "Quality Standards" | means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards that apply to the Goods or Services and/or are set out in the Order Form |
| "Regulatory Bodies" | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer |
| "Replacement Supplier" | means any third party Supplier of Goods or Services appointed by the Customer to supply any goods or Services which are substantially similar to any of the Goods or Services, and which the Customer receives in substitution for any of the Goods or Services following the expiry, termination or partial termination of the Contract |
| "Request for Information" | shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply) |
| "Services" | means the services to be supplied as specified in the Order Form |
| "Specifications" | means the Specifications for the Goods and Services as set out at Schedule 1 of Framework Agreement between The Secretary of State for The Home Department and the Supplier dated [day/month/2016]. as amended from time to time. |
| "Staff" | means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier's staff, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract |
| "Standards" | means any standards described in the Specifications and any other standard as mutually agreed between the Parties in writing from time to time.as described at Schedule 1. of Framework Agreement between The Secretary of State for The Home Department and the Supplier dated [day/month/2016]. |
| "Taser Plan" | means any financing arrangement for the purchase of Goods where the Customer takes title to the |

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Goods and owns them after five years, or as specified on the Order Form. including but not limited to TASER 60 Plan.

| | |
|----------------------|---|
| "Tender" | means the document(s) submitted by the Supplier to the Customer in response to the Customer's invitation to suppliers for offers to supply it with Goods and Services pursuant to the Framework Agreement |
| "VAT" | means value added tax in accordance with the provisions of the Value Added Tax Act 1994 |
| "Working Day" | means any day other than a Saturday or Sunday or public holiday in England and Wales |

1.2 Interpretation

1.2.1 In this Contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- (d) any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- (e) the headings in this Contract are for ease of reference only and shall not affect its interpretation;
- (f) references to clauses, schedules and appendices are, unless otherwise provided, references to the clauses of and schedules and appendices to this Contract;
- (g) if there is any conflict between the clauses and the schedules and/or any appendices to the schedules and/or any other documents referred to in this Contract, the Clauses shall prevail over the remainder of the Schedules;
- (h) where an amount or sum is expressed to be "subject to indexation" at a point in time, it shall be adjusted by reference to the percentage change in the Retail Prices Index (all items excluding mortgages) over the most recent twelve (12) months for which published data is available at that point in time; and
- (i) neither Party shall be liable for any Default of its obligations under this Contract to the extent that such Default is caused by a failure or delay by the other party in performing its obligations under this Contract, provided and to the extent that the affected Party notifies the other party of such failure or delay within twenty (20) Working Days of the affected Party becoming aware of its occurrence and of its likely impact.

1.3 Supplier's Status

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At all times during the Contract Period the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

1.4 Customer's Obligations

Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.

1.5 Entire Agreement

- 1.5.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt within them and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 1.5.2 Each of the Parties acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Contract.
- 1.5.3 Nothing in Clauses 1.5.1 and 1.5.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 1.5.4 In the event of and only to the extent of any conflict between the Order Form, the clauses of this Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-
- (a) the Framework Agreement;
 - (b) the Order Form;
 - (c) the clauses of this Contract; and
 - (d) any other document (other than the Framework Agreement) referred to in the clauses of this Contract.
- 1.5.5 This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

1.6 Notices

- 1.6.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
- 1.6.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Such letters shall be addressed to the other

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Party in the manner referred to in Clause 1.6.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

1.6.3 For the purposes of Clause 1.6.2 the address of each Party shall be:

- (a) for the Customer: the address set out in the Order Form;
- (b) for the Supplier: the address set out in this Contract.

1.6.4 Either Party may change its address for service by serving a notice in accordance with this clause.

1.7 Mistakes in Information

The Supplier shall be responsible for the accuracy of all documentation and information supplied to the Customer by the Supplier in connection with the supply of the Goods or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

1.8 Conflicts of Interest

1.8.1 In providing the Goods and/or Services, the Supplier shall (and shall procure that the Staff shall) not do any act or thing nor permit any situation to arise whereby a conflict or a potential conflict arises or may arise between the interests of the Customer and the interests of the Supplier and/or bring the Customer into disrepute (a “**Reputational Concern Event**”).

1.8.2 The Supplier shall notify the Customer in writing as soon as reasonably practicable, and in any event within ten (10) Working Days, of:

1.8.3 any actual or potential conflict of interest arising from its involvement in this Contract;

1.8.4 a Reputational Concern Event. The Supplier shall provide details of:

- (a) the identity of any person;
- (b) the details of the Reputational Concern Event; and
- (c) the Supplier shall regularly update the Customer until the conclusion of the Reputational Concern Event.

1.8.5 The Supplier shall comply with any reasonable instructions of the Customer to:

- (a) end, avoid or mitigate the effect of any actual or potential conflict of interest; and
- (b) end, avoid or mitigate the effect of the Reputational Concern Event.

1.9 Prevention of Fraud

1.9.1 The Supplier shall take all reasonable steps to prevent any Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

1.9.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

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- 1.9.3 If the Supplier or its Staff commits any Fraud in relation to this Contract the Customer may:
- (a) terminate this Contract with immediate effect by giving the Supplier notice in writing and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or
 - (b) recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

2. CONTRACT PERIOD

This Contract shall take effect on the Contract Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of this Contract (the “**Contract Period**”).

3. SUPPLY OF GOODS

3.1 The Supplier shall supply and, where relevant, Deliver and install the Goods in accordance with this Contract, the requirements in the Framework Agreement, the requirements in the Specifications as set out in Schedule 1 of the Framework Agreement, the Order Form and in accordance with any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

3.2 The Supplier shall ensure that the Goods:

- 3.2.1 are fully compliant with the Specifications as set out in Schedule 1 of the Framework Agreement and in compliance with the Standards as set out in clause 15 of the Framework Agreement.
- 3.2.2 are of new and unused;
- 3.2.3 are supplied strictly in accordance with the Specifications, Standards and stipulations contained in or annexed to the Order and, unless otherwise agreed in writing, shall conform to all relevant UK and EC standards, Specifications and conditions including, the Quality Standards; and
- 3.2.4 are in compliance with all applicable laws, including but not limited to, any obligations implied by Section 12 and 14 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982.

3.3 The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under this Contract shall:

- 3.3.1 be free from defects (manifest or latent), in materials and workmanship and remain so for twelve (12) Months after Delivery;
- 3.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 3.3.3 conform with the Specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
- 3.3.4 be free from design defects;

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- 3.3.5 be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the Approval by the Customer of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause.

3.4 Delivery

- 3.4.1 The Supplier shall Deliver the Goods at the time(s) and date(s) specified in the Order Form.
- 3.4.2 Unless otherwise stated in the Order Form, where the Goods are Delivered by the Supplier, Delivery shall be completed when:
- 3.4.2.1 where the Goods are transported or dispatched by the Supplier, the Goods are removed from the transporting vehicle at the Premises and the Customer has signed for Delivery; or
- 3.4.2.2 where the Goods are collected by the Customer, when the Goods are loaded onto the Customer's vehicle and the Customer has signed for Delivery.
- 3.4.3 Except where otherwise provided in the Order Form, Delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Supplier's suppliers or carriers at the Premises or such place as the Customer or duly authorised person shall reasonably direct.
- 3.4.4 Time of Delivery shall be of the essence and if the Supplier fails to Deliver the Goods within the time specified in the Order Form the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate this Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 3.4.5 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity ordered. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by it as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Supplier unless they are expressly accepted by the Customer in writing. The Customer shall be under no obligation to accept or pay for any Goods supplied earlier than the date for Delivery stated in the Order Form.
- 3.4.6 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept Delivery by instalments. If, however, the Customer does specify or agree to Delivery by instalments, Delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer, entitle the Customer to terminate the whole of any unfulfilled part of this Contract without further liability to the Customer.
- 3.4.7 The Supplier shall comply with the obligations set out in Annex B, Schedule 4, Delivery (Supply and Demand Requirements).

3.5 Ownership and Risk

Ownership and risk in the Goods shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer when Delivery of the Goods is complete (including any off-loading and stacking).

3.6 Non-Delivery

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Where specified by the Customer on dispatch of any consignment of the Goods the Supplier shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be Delivered to the Customer on the due date for Delivery, the Customer shall, (provided that the Customer has been advised in writing of the dispatch of the Goods), within twenty (20) Working Days of the notified date of Delivery, give notice to the Supplier that the Goods have not been Delivered and may request the Supplier free of charge to Deliver substitute Goods within the timescales specified by the Customer or terminate this Contract.

3.7 Inspection, Rejection and Guarantee

- 3.7.1 The Customer or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Supplier's premises and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge. No failure to make complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the Customer of any rights or remedies in respect of the Goods and the Customer reserves the right to reject the Goods in accordance with this Clause 3.7.
- 3.7.2 The Customer may by written notice to the Supplier reject any of the Goods which fail to conform to the Specifications or fail to meet the Contract requirements. Such notice shall be given within a reasonable time after Delivery to the Customer of such Goods. If the Customer rejects any of the Goods pursuant to this clause the Customer may (without prejudice to other rights and remedies) either:
- (a) have such Goods promptly, and in any event within five (5) Working Days, replaced by the Supplier with Goods which conform in all respects with the Specifications or with the Order Form and due Delivery shall not be deemed to have taken place until such replacement has occurred; or
 - (b) treat the Contract as discharged by the Supplier's breach and obtain a refund from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Customer in obtaining other Goods in replacement provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.
- 3.7.3 The issue by the Customer of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods.
- 3.7.4 The Supplier hereby guarantees the Goods for the period from the date of Delivery to the date twelve (12) Months thereafter against faulty materials or workmanship. If the Customer shall within such guarantee period or within twenty five (25) Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.
- 3.7.5 Any Goods rejected or returned by the Customer shall be returned to the Supplier at the Supplier's risk and expense.

3.8 Labelling and Packaging

The Goods shall be packed and marked in a proper manner and in accordance with the Customer's instructions and any statutory requirements and any requirements of the carriers.

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In particular the Goods shall be marked with the order number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

4 SUPPLY OF SERVICES

- 4.1 The Supplier shall supply the Services to the Customer subject to and in accordance with the terms and conditions of this Contract, the requirements in the Framework Agreement, the requirements in, the Specifications as set out in Schedule 1 of the Framework Agreement and the Order Form.
- 4.2 The Supplier shall ensure that the Services are fully compliant with the relevant Specifications as set out in Schedule 1 of the Framework Agreement and in compliance with the Standards as set out in clause 15 of the Framework Agreement
- 4.3 In supplying the Services, the Supplier shall:
- 4.3.1 co-operate with the Customer in all matters relating to the Services;
 - 4.3.2 perform the Services with all reasonable care, skill and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
 - 4.3.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 4.3.4 ensure that the Services shall conform with all descriptions and Specifications set out in the Specification;
 - 4.3.5 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises or other locations where Services may be delivered;
 - 4.3.6 obtain and at all times maintain all necessary licences and consents required for the provision for the Services, and comply with all applicable Laws and regulations;
 - 4.3.7 perform the Services with the best care, skill and diligence in accordance with Good Industry Practice; and
 - 4.3.8 provide all documents, materials, equipment, tools and vehicles and other items as are required to provide the Services.
- 4.4 The Supplier hereby guarantees parts, upgrades, spares or other deliverables provided in connection with the Services for a minimum period of [***1 year *** To be confirmed] from the date of provision of the Service against faulty materials or failure. If within such period any faults or failure arises under normal use, the Customer shall give notice in writing to the Supplier of any defect or failure within (five) 5 Working Days of becoming aware of such defect or failure and, the Supplier shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects or failures (whether by repair or replacement as the Customer shall elect) free of charge.

5 PAYMENT AND CONTRACT PRICE

5.1 Contract Price

- 5.1.1 In consideration of the Supplier's performance of its obligations under this Contract, the Customer shall pay the Contract Price in accordance with Clause 5.2 (Payment and VAT).

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5.1.2 The Customer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with this Contract.

5.2 **Payment and VAT**

5.2.1 In consideration of the Supplier performing its obligations under this Contract, the Customer shall pay all sums due to the Supplier in cleared funds within 30 days of receipt of a valid and undisputed invoice, submitted in accordance with the payment profile set out in the Order Form.

5.2.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods and/or Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

5.2.3 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

5.2.4 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 5.2.4 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

5.2.5 The Supplier shall not suspend the supply of the Goods or Services unless the Supplier is entitled to terminate the Contract under Clause 10.2 (Termination on Default) for failure to pay undisputed sums of money.

5.2.6 If following any of the Taser Plan start dates, the Customer terminates the Contract at any point during the Taser Plan's Term, the Customer shall remain liable to pay all the amounts for the goods and services provided for the remainder of the Taser Plan.

5.3 **Recovery of Sums Due**

5.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.

5.3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

5.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

5.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

6 STATUTORY OBLIGATIONS AND REGULATIONS

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6.1

Prevention of Bribery and Anti-Corruption

- 6.1.1 The Supplier shall not offer or give, or agree to give, to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 6.1.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Customer or any other public body in connection with the Contract.
- 6.1.3 The Supplier shall:
- 6.1.3.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “Relevant Requirements”);
 - 6.1.3.2 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 United Kingdom;
 - 6.1.3.3 have and shall maintain in place throughout the Contract Period its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 6.1.3.2 and shall enforce them where appropriate;
 - 6.1.3.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract
 - 6.1.3.5 immediately notify the Customer in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Contract Commencement Date;
 - 6.1.3.6 within three (3) months of the Contract Commencement Date, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause 6.1.3.6 by the Supplier and all persons associated with it under clause 6.1.3. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 6.1.4 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this Contract so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in clause 6.1.2(the “Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 6.1.5 If the Supplier, its Staff or anyone acting on the Supplier’s behalf, engages in conduct prohibited by clause 6.1.1 or 6.1.2 or commits any offence under the Bribery Act 2010, the Customer may:
- 6.1.5.1 terminate the Contract and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost

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reasonably incurred by the Customer of making other arrangements for the supply of the Goods or Services under a new contract and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; or

6.1.5.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of clauses 6.1.2 to 6.1.3.

6.1.6 For the purpose of this clauses 6.1.2 to 6.1.4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of clauses 6.1.2 to 6.1.4, a person associated with the Supplier includes but is not limited to any sub-contractor of the Supplier.

6.2 Discrimination

6.2.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

6.2.2 The Supplier shall take all reasonable steps to secure the observance of Clause 6.2.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of the Contract.

6.3 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

6.4 Environmental Requirements

The Supplier shall perform its obligations under the Contract in accordance with the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

The parties shall comply with the Framework DPA clause in respect of any data-transferred under the Call Off Contract.

6.5 Data protection

The parties shall comply with the Framework DPA clause in respect of any data-transferred under the Call Off Contract.

6.6 Official Secrets Acts 1911

6.6.1 The Supplier undertakes to abide by, and ensure that its Staff abide by, the provisions of the Official Secrets Acts 1911 to 1989.

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- 6.6.2 In the event that the Supplier and its Staff fail to comply with this clause 6.6, the Customer reserves the right to terminate the Contract by giving notice in writing to the Supplier.
- 6.6.3 The provisions of clause 6.6 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

6.7 Confidential Information

- 6.7.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 6.7.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 6.7.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 6.7.2 Clause 6.7.1 shall not apply to the extent that:
 - 6.7.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 6.8 (Freedom of Information);
 - 6.7.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 6.7.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 6.7.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 6.7.2.5 it is independently developed without access to the other Party's Confidential Information.
- 6.7.3 The Supplier may only disclose the Customer's Confidential Information to its Staff who are directly involved in the provision of the Goods or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 6.7.4 The Supplier shall not, and shall procure that its Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 6.7.5 At the written request of the Customer, the Supplier shall procure that those members of the Staff identified in the Customer's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 6.7.6 Nothing in this Contract shall prevent the Customer from disclosing the Supplier's Confidential Information:
 - 6.7.6.1 to any Crown body or any other Contracting Authority. All Crown bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is

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confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;

- 6.7.6.2 to any consultant, contractor or other person engaged by the Customer or any person conducting a gateway review;
 - 6.7.6.3 for the purpose of the examination and certification of the Customer's accounts;
 - 6.7.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 6.7.7 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause 6.7.6 is made aware of the Customer's obligations of confidentiality.
- 6.7.8 Nothing in this clause 6.7 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

6.8 Freedom of Information

- 6.8.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 6.8.2 The Supplier shall and shall procure that its sub-contractors shall:
- 6.8.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 6.8.2.2 provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 6.8.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 6.8.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 6.8.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

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6.8.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 6.8.2) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Goods or Services:

6.8.5.1 in certain circumstances without consulting the Supplier; or

6.8.5.2 following consultation with the Supplier and having taken their views into account;

6.8.5.3 provided always that where 6.8.2 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.

6.8.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

6.9 **Publicity, Media and Official Enquiries**

6.9.1 The Supplier shall not make any press announcements or publicise the Contract in any way without the Customer’s prior Approval and shall take reasonable steps to ensure that its Staff, agents, sub-contractors, suppliers, professional advisors and consultants comply with this Clause 6.9.

6.9.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.

6.9.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

6.10 **Security**

6.10.1 The Supplier shall comply with all reasonable security requirements of the Customer while on the Premises and shall ensure that all Staff comply with such requirements.

6.10.2 The Customer shall provide the Supplier upon reasonable request copies of its written security procedures and shall afford the Supplier upon reasonable request an opportunity to inspect its physical security arrangements.

6.11 **Intellectual Property Rights**

6.11.1 The Supplier shall indemnify and keep indemnified and hold the Customer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer may suffer or incur as a result of any claim that provision of the Goods or Services infringes or allegedly infringes a third party’s Intellectual Property Rights (“Claim”).

6.11.2 The Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:

6.11.3 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

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- 6.11.4 shall take due and proper account of the interests of the Customer; and
- 6.11.5 shall not settle or compromise the Claim without the Customer's prior approval (not to be unreasonably withheld or delayed).

6.12 Records and Audit Access

- 6.12.1 The Supplier shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and Services provided under it and the amounts paid.
- 6.12.2 The Supplier shall keep the records and accounts referred to in Clause 6.12.1 above in accordance with good accountancy practice.
- 6.12.3 The Supplier shall on request afford the Customer, the Customer's representatives and/or the Auditor such access to such records and accounts as may be required from time to time.
- 6.12.4 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the supply of the Goods or Services, save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 6.12.5 Subject to the Customer's rights of Confidential Information, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:-
 - 6.12.5.1 all information requested by the Customer within the scope of the audit;
 - 6.12.5.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Goods or Services; and
 - 6.12.5.3 access to staff
- 6.12.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 6.12, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

7 CONTROL OF THE CONTRACT

7.1 Transfer and Sub-Contracting

- 7.1.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval of the Customer (such Approval not to be unreasonably withheld or delayed). Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract.
- 7.1.2 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 7.1.3 Where the Customer has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Customer, be sent by the Supplier to the Customer as soon as reasonably practicable.

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- 7.1.4 Subject to Clause 7.1.6, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 7.1.4.1 any Contracting Authority; or
 - 7.1.4.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
 - 7.1.4.3 any private sector body which substantially performs the functions of the Customer;
 - 7.1.4.4 provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- 7.1.5 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not, subject to Clause 7.1.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.
- 7.1.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 7.1.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as "the Transferee"):
- 7.1.6.1 the rights of termination of the Customer in Clauses 10.1 (Termination on insolvency and change of control) and 10.2 (Termination on Default) shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - 7.1.6.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.
- 7.1.7 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.
- 7.1.8 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

7.2 Waiver

- 7.2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 7.2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 1.6 (Notices).

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- 7.2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

7.3 Variation

- 7.3.1 Subject to the provisions of this Clause 7.3, the Customer may request a variation to Goods or Services ordered. Such a change is hereinafter called a "Variation".
- 7.3.2 The Customer may request a Variation by completing and sending the Variation form attached at Schedule 6 ("the Variation Form") to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
- 7.3.3 In the event that the Supplier is unable to provide the Variation to the Goods or Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- 7.3.3.1 agree to continue to perform their obligations under the Contract without the Variation; or
 - 7.3.3.2 terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 12.2.
- 7.3.4 If the Parties agree the Variation and any Variation in the Contract Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

7.4 Severability

- 7.4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 7.4.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

7.5 Remedies in the event of inadequate performance

- 7.5.1 The Supplier acknowledges that the Customer relies on the skill and judgment of the Supplier in the supply of the Goods and Services and the performance of its obligations under this Contract.
- 7.5.2 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Customer may, without prejudice to any other remedies under this Contract or its rights under Clause 10.2 (Termination on Default), do any of the following:

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- 7.5.2.1 without terminating the Contract, itself supply or procure the supply of all or part of the Goods or Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Goods or Services in accordance with an Order or this Contract;
 - 7.5.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods or Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods or Services;
 - 7.5.2.3 terminate, in accordance with Clause 10.2 (Termination on Default), the whole of this Contract; and/or
 - 7.5.2.4 charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods or Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Goods or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods or Services.
- 7.5.3 If the Supplier fails to supply any of the Goods or Services in accordance with the provisions of this Contract and such failure is capable of remedy, then the Customer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Customer's instructions or such other period of time as the Customer may direct.

In the event that the Supplier:

- 7.5.3.1 fails to comply with Clause 7.5.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
 - 7.5.3.2 persistently fails to comply with Clause 7.5.3 above;
 - 7.5.3.3 the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.
- 7.5.4 Without prejudice to any other right or remedy which the Customer may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of, the Contract the Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion whether or not any part of the Goods or Services have been accepted by the Customer:
- 7.5.4.1 to rescind the Order;
 - 7.5.4.2 to reject the Goods or Services (in whole or in part) and, in respect of Goods, return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
 - 7.5.4.3 at the Customer's option to give the Supplier the opportunity at the Supplier's expense to either remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

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7.5.4.4 to refuse to accept any further Deliveries of the Goods but without any liability to the Customer;

7.5.4.5 to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract; and

7.5.4.6 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

7.5.5 This Clause 7.5 (Remedies in the event of inadequate performance) shall extend to any substituted Goods or remedial Services supplied by the Supplier.

7.5.6 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7.6 Cumulative Remedies

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

7.7 Monitoring of Contract Performance

The Supplier shall comply with the monitoring arrangements as set out by the customer including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

8 LIABILITIES

Liability, Indemnity, and Insurance

8.1 Neither Party limits its liability for:

8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or

8.1.2 fraud or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or

8.1.3 breach of any obligation 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.

Financial Limits

8.2 Subject to clause 8.1, the Supplier's total aggregate liability:

8.2.1 in respect of Clause 5.2.4 (Payment and VAT) and Clause 6.11 (Intellectual Property Rights), shall be unlimited;

8.2.2 for all loss of or damage to the Authority Premises, property or assets of the Customer caused by the Supplier's Default shall in no event exceed £2,000,000 for any one incident (subject to indexation); and

8.2.3 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract shall in no event exceed £5,000,000 for any one incident (subject to indexation).

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- 8.3 Subject to clauses 8.1, 8.4 and 8.5, neither Party will be liable to the other Party for:
- 8.3.1 any indirect, special or consequential loss or damage; or
 - 8.3.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 8.4 The Customer may, amongst other things, recover as a direct loss:
- 8.4.1 any reasonable and necessary additional operational and/or administrative costs and expenses arising from the Supplier's Default;
 - 8.4.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and
 - 8.4.3 the additional reasonable and necessary cost of procuring replacement Goods or Services.
- 8.5 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 8 (Liabilities) 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 8 (Liabilities).
- 8.6 Nothing in this clause 8 (Liabilities) shall act to reduce or affect a party's general duty to mitigate its loss.

9 WARRANTIES AND REPRESENTATIONS

- 9.1 Each Party warrants, represents and undertakes that:
- 9.1.1 it has full capacity and authority to enter into and to perform this Contract
 - 9.1.2 this Contract is executed by a duly authorised representative of that Party;
 - 9.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Contract; and
 - 9.1.4 once duly executed this Contract will constitute its legal, valid and binding obligations.
- 9.2 The Supplier warrants, represents and undertakes for the duration of the Contract Period that:
- 9.2.1 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Supplier's obligations under this Contract; and
 - 9.2.2 it shall at all times comply with Law in carrying out its obligations under this Contract.
- 9.3 In the three (3) trading years prior to the Contract Commencement Date, the Supplier warrants:
- 9.3.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and

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- 9.3.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established.
- 9.4 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 9.5 For the avoidance of doubt the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier.

10 DEFAULT, DISRUPTION AND TERMINATION

10.1 Termination on insolvency and change of control

- 10.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Supplier is a company and in respect of the Supplier:
- 10.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 10.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 10.1.1.3 a petition is presented for its winding up (which is not dismissed within ten Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 10.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 10.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 10.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 10.1.1.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 10.1.1.8 any event similar to those listed in Clause 10.1.1.1 – 10.1.1.7 occurs under the law of any other jurisdiction.
- 10.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Supplier is an individual and:
- 10.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
 - 10.1.2.2 a petition is presented and not dismissed within ten Working Days or order made for the Supplier's bankruptcy; or

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- 10.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- 10.1.2.4 the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- 10.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within ten Working Days; or
- 10.1.2.6 being an individual, dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- 10.1.2.7 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

10.1.3 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Customer may terminate the Contract by notice in writing with immediate effect within six (6) months of:

- 10.1.3.1 being notified that a Change of Control has occurred; or
- 10.1.3.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

10.2 Termination on Default

- 10.2.1 The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a Default and if:
 - 10.2.1.1 the Supplier has not remedied the Default to the satisfaction of the Customer within ten (10) Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 10.2.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or
 - 10.2.1.3 the Default is a material breach of the Contract.
- 10.2.2 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under Clause 5.3.1 (Recovery of Sums Due).

10.3 Break

The Customer shall have the right to terminate the Contract at any time by giving three (3) months written notice to the Supplier.

10.4 Termination of Call off Contract

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The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

10.5 Consequences of Expiry or Termination

- 10.5.1 Where the Customer terminates the Contract under Clause 10.2 (Termination on Default) and then makes other arrangements for the supply of Goods or Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 10.2 (Termination on Default), no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.
- 10.5.2 Subject to Clause 8 where the Customer terminates the Contract under Clause 10.3 (Break), the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause 10.3 (Break).
- 10.5.3 The Customer shall not be liable under Clause 10.5.2 to pay any sum which:
- 10.5.3.1 was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - 10.5.3.2 when added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract .
- 10.5.4 Save as otherwise expressly provided in the Contract:
- 10.5.4.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - 10.5.4.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 1.1 (Definitions), 1.2 (Interpretation), 5.2 (Payment and VAT), 5.3 (Recovery of Sums Due), 6.1 (Prevention of Bribery and Corruption), 6.5 (Data Protection), 6.6 (Official Secrets Acts 1911 to 1989), 6.7(Confidential Information), 6.8(Freedom of Information), 6.11(Intellectual Property Rights), 6.12 (Records and Audit Access), 7.6 Cumulative Remedies), 8(Liabilities), 10.5 (Consequences of Expiry or Termination), and 12.1(Governing Law and Jurisdiction).
- 10.5.5 If following any of the Taser Plan start dates, the Customer terminates the Contract at any point during the Taser Plan's Term, the Customer shall remain liable to pay all the amounts for the goods and services provided for the remainder of the Taser Plan.

10.6 Disruption

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- 10.6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 10.6.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 10.6.3 In the event of industrial action by the Staff, the Supplier shall seek the Customer's Approval to its proposals for the continuance of the supply of the Goods or Services in accordance with its obligations under the Contract.
- 10.6.4 If the Supplier's proposals referred to in Clause 10.6.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.
- 10.6.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

10.7 Recovery upon Termination

- 10.7.1 On the termination of the Contract for any reason, the Supplier shall:
 - 10.7.1.1 immediately return to the Customer all Confidential Information and any IPRs belonging to the Customer, in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Goods or Services;
 - 10.7.1.2 immediately deliver to the Customer all property (including materials, documents, information and access keys) that may have been provided to the Supplier by the Customer. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - 10.7.1.3 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Goods or Services to the Replacement Supplier and/or the completion of any work in progress.
 - 10.7.1.4 promptly provide all information concerning the provision of the Goods or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods or Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due diligence.
- 10.7.2 If the Supplier fails to comply with clause 10.7.1.1 and 10.7.1.2 the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held.
- 10.7.3 Where the Contract ends due to the Supplier's Default, the Supplier shall provide all assistance under clause 10.7.1.3 and 10.7.1.4 free of charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

10.8 Force Majeure

- 10.8.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of four (4) Months, either Party may terminate the Contract with immediate effect by notice in writing.
- 10.8.2 Any failure or delay by the Supplier in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.
- 10.8.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or which is likely to give rise to any such failure or delay on its part as described in Clause 10.8.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

11 TRANSPARENCY

- 11.1 The Supplier shall provide to the Authority such assistance as the Authority may reasonably require in order to comply with its transparency obligations for meeting Government policies on the availability and accuracy of information about the delivery of public services that are publicly funded.
- 11.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.
- 11.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Framework Agreement.

12 DISPUTES AND LAW

12.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English and Welsh courts.

12.2 Dispute Resolution

- 12.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
- 12.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 12.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 12.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 12.2.5 unless:

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- 12.2.3.1** the Customer considers that the dispute is not suitable for resolution by mediation; or
 - 12.2.3.2** the Supplier does not agree to mediation
- 12.2.4** The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- 12.2.5** The procedure for mediation and consequential provisions relating to mediation are as follows:
- 12.2.5.1** a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to CEDR to appoint a Mediator;
 - 12.2.5.2** the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
 - 12.2.5.3** unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 12.2.5.4** if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 12.2.5.5** failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - 12.2.5.6** if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.



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Annex B to Schedule 4

DELIVERY (SUPPLY AND DEMAND REQUIREMENTS)

It is a key factor that the Supplier is flexible enough to be able to adapt to Other Contracting Authorities' specific requirements.

Each Other Contracting Body will order its own Goods and Services in accordance with its specific requirements. The Supplier agrees and acknowledges that the Authority shall not be liable for the failure of any Other Contracting Body to pay for any Orders placed under this Framework Agreement.

Each Other Contracting Authority will have its own processes and procedures for raising Orders; the Supplier will work with each Other Contracting Body to accommodate this, and as a minimum, confirm with an Other Contracting Body what information is required on each Order Form.

The Other Contracting Body shall advise the Supplier of the delivery point upon placing the order. At this time the Supplier shall advise the Contracting Authority if the product(s) requested cannot form part of the contract. There may be multiple delivery sites within each Contracting Authority, some of which may not be within that Contracting Authority's area. A delivery note is required to be supplied with each delivery made.

Delivery arrangements will vary between Contracting Authorities. Therefore the Supplier shall specify the earliest delivery/latest delivery times that delivery may be made to that Contracting Authority i.e., 8am-5pm.

In order to support emergency situations the Supplier shall provide for the delivery of goods outside of 'normal' lead times and within 48 hours of Order placement in such emergency situations.

All items delivered shall be clearly labelled and packaged in protective outer packaging, by the Supplier, to ensure safe delivery. Environmentally conscious packaging should be utilised where possible.

Stock management is vital to ensure that the Contracting Authorities have the right products in a timely manner. The Supplier shall maintain appropriate stock levels and ensure that these are monitored and adjusted on a frequent basis to support the anticipated requirements as set out in this Framework Agreement.

The Supplier shall ensure that Goods and Services provided will be of the appropriate quality, right first time and faulty products are not present in the supply chain.

The Supplier will ensure TASER 10 will be delivered in accordance with requested ship dates noted on the Call-Off Contract but no earlier than 1 March 2024 or approval of TASER 10, whichever comes first, subject to availability. Customers retain the right to adjust requested delivery dates at any time from the date of approval of TASER 10 until 31 December 2024 within a 30-day notice period of the requested ship dates on Call-Off Contract, subject to availability. If delivery times need to be extended due to a delayed approval of the device, the Supplier and Customer will work together to agree on alternative delivery times. If TASER 10 is not approved for use in the United Kingdom, all Call-Off Contracts entered into during the Offer Period will be void. Notwithstanding any other language in the Framework Agreement, a Call-Off Contract for TASER 10 is a firm commitment to purchase at quantities and prices stated therein and can only be cancelled due to non-approval of TASER 10 CED

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SCHEDULE 5

MANAGEMENT INFORMATION REQUIREMENTS

Pursuant to Clause 17 (Provision of Management Information) the Supplier shall provide the Authority with the following Management Information (as a minimum) during the Term:

- a Monthly spend report within five (5) Working Days of the beginning of each Month detailing the total spend for the previous Month detailed at Contracting Authority level. This report will cover, (as a minimum) all product lines broken down by each Contracting Authority, detailing volumes ordered, the order date, the Delivery date, the total spend by Contracting Authority, and discounts achieved;
- The Supplier shall also include the following information within the monthly report information to the Contracting Authority
 - Call Off Contracts awarded (with date, value, Contracting Authority, location, thematic etc);
 - Number/value of invoices submitted
 - Complaints
 - Sales information
 - Equipment replaced under warranty
 - Equipment returned due to fault
 - Other faults / trouble shooting requests / queries by forces and the outcomes
 - Use of SMEs in supply chain
- This information shall be provided in the format of a report that clearly presents this information. The information should be broken down by force, date and any other additional information that would benefit the Contracting Authority
- An annual financial report provided to the Authority on each anniversary of the date of this Framework Agreement. This will detail the total spend for the previous year of each Contracting Authority. This report will cover (as a minimum) all product lines broken down by each Contracting Authority detailing volumes ordered, the order date, the delivery date, the total spend by authority Contracting Authority, and discounts achieved; and
- ad-hoc Management Information and reports as agreed from time to time between any Contracting Authority and the Supplier.

The Supplier will attend the following meetings:

- annual contract review meetings, held between the Supplier and the Authority at the Supplier's site at times and dates to be agreed between them;
- Regular performance review meetings will take place remotely via video/audio conferencing or at the Authority's Premises throughout the Framework Period and thereafter until the Framework Expiry Date
- The exact timings and frequencies of such meetings will be determined by the Authority following the Commencement Date. It is anticipated that the frequency of the Supplier Review Meetings will be once every 3 months or less. The Parties shall be flexible about the timings of these meetings.
- The purpose of the meetings will be to review the Suppliers performance under this Framework Agreement. The agenda for each meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.

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- The meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.
- The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include:
 - Tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Bodies are consuming less and buying more smartly; and
 - Developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

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SCHEDULE 6

VARIATION FORM

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

[] (“the Customer”)

and

[] (“the Supplier”)

1. The Order is varied as follows; [list details of the Variation].
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Customer

Signature

Date

Name in Capitals

Address

Authorised to sign for and on behalf of the Supplier

Signature

Date

Name in Capitals

Address

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SCHEDULE 7 KEY PERFORMANCE INDICATORS

1. General

- 1.1 The purpose of this Framework Schedule 7 (Key Performance Indicators) is to set out the KPIs by which the Suppliers overall performance under this Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Suppliers in accordance with Framework Clause 31 (Variations).
- 1.2 The Supplier shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 1.3 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 1.4 The Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency with which the Suppliers performs its obligations to fulfil this Framework Agreement.
- 1.5 The Suppliers achievement of KPIs shall be reviewed during supplier review meetings and the review and ongoing monitoring of KPIs will form a key part of the framework management process.
- 1.6 The Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.
- 1.7 In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a review meeting, the disputed score shall be recorded and the matter shall be referred to the authority representative and the Supplier representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 1.8 In cases where the authority and the Supplier fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 39 (Dispute Resolution).
- 1.9 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

| KPI/SLA | Service Area | KPI/SLA description | Target |
|---------|----------------------|--|--------|
| 1 | Respond to emails | Respond to emails within 2 Working Days | 100% |
| 2 | Warranty replacement | Provide like for like replacement within a maximum period of 10 Working Days from receipt of item for material faults/failure in any | 98% |

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| | | | |
|---|------------------------|--|------|
| | | event, (except by the negligence of the user | |
| 3 | On time Delivery | Delivered on time within agreed delivery timescales | |
| 4 | Response to Complaints | Written response to complaints within 3 Working Days | 100% |
| 5 | Telephone support | Telephone support Mon-Fri 9am – 5pm | 100% |

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SCHEDULE 8 FRAMEWORK MANAGEMENT

Introduction

- 1.1 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.

2. Framework Management

- 2.1 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.
- 2.2 Framework Management Structure:
- a) The Supplier shall provide a suitably qualified nominated contact who will take overall responsibility for delivering the Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
 - b) Following the Commencement Date, the Authority will issue Framework Contract Management Plan detailing governance arrangements in order to manage the Framework. The Supplier shall comply with such arrangements (including ensuring that the relevant personnel attend and participate in all meetings required by the Authority).
- 2.3 Supplier Review Meetings
- a) Regular performance review meetings will take place remotely via video/audio conferencing or at the Authority's Premises throughout the Framework Period and thereafter until the Framework Expiry Date
 - b) The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following the Commencement Date. It is anticipated that the frequency of the Supplier Review Meetings will be once every 3 months or less. The Parties shall be flexible about the timings of these meetings.
 - c) The purpose of the Supplier Review Meetings will be to review the Supplier's performance under this Framework Agreement. The agenda for each Supplier Review Meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.
 - d) The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.

3. Efficiency Tracking Performance Measures

- 3.1 The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include:
- a) tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Bodies are consuming less and buying more smartly; and

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b) developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

- 3.2 The list in paragraph 3.1 is not exhaustive and may be developed during the Framework Period.
- 3.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 7 (Key Performance Indicators).
- 3.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 6.

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Schedule 9 BUSINESS CONTINUITY AND DISASTER RECOVERY

- 1.1 In this Call Off Schedule 9 , the following definitions shall apply:
- "**Review Report**" has the meaning given to it in paragraph 3.2 of this Call Off Schedule;
- "**Supplier's Proposals**" has the meaning given to it in paragraph 3.2(c) of this Call Off Schedule;
- 2. BCDR Plan**
- 2.1 Within thirty (30) Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
- (a) ensure continuity of the business processes and operations supported by the Goods or Services following any failure or disruption of any element of the Goods or Services; and
 - (b) the recovery of the Goods or Services in the event of a Disaster.
- 2.2 Within twenty (20) Working Days of receipt of the draft BCDR Plan, the Customer shall notify the Supplier in writing whether it approves or rejects the draft BCDR Plan.
- 2.3 If the Customer rejects the draft BCDR Plan:
- (a) the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.1(b) and 2.3 of this Call Off Schedule shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3. Review and Amendment of the BCDR Plan**
- 3.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):
- (a) on a regular basis and as a minimum once every six (6) months; and
 - (b) within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 4.
- 3.2 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a "**Review Report**") setting out:
- (a) the findings of the review;
 - (b) any changes in the risk profile associated with the provision of Goods or Services; and
 - (c) the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review

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detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, Goods or Services or systems provided by a third party.

- 3.3 Within twenty (20) Working Days of receipt of the Review Report and the Supplier's Proposals, the Customer shall notify the Supplier in writing whether it approves or rejects the Review Report and the Supplier's Proposals.
- 3.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:
- (a) the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 3.3 and 3.4 of this Call Off Schedule shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods or Services.

4. Testing of the BCDR Plan

- 4.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 4.2 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:
- (a) the outcome of the test;
 - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - (c) the Supplier's proposals for remedying any such failures.
- 4.3 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.

5. Invocation of the BCDR Plan

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In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Customer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Customer.

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Schedule 10 SOCIAL VALUE

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

| | |
|--|---|
| “Authority’s Sustainability Requirements” | means the ‘Authority’s Sustainable Development Policy Requirements and Standards’ set out in this Schedule and Annexes 1 to 3 to this Schedule 10 (Social value); |
| “Contract Revenue “ | means the monetary value (Excluding VAT) received through a contract between the Supplier and a Central Government Department or its Arms Length Bodies (ALBs). |
| “Plan for Growth” | means the Plan for Growth policy paper published by HM Treasury on 20 March 2013 that can be accessed at: https://www.gov.uk/government/publications/plan-for-growth--5 ; |
| “Social Value” | means to improve the environmental, social and economic outcomes to maximise benefits to the communities we serve. |
| “Wider Sustainability Aims” | means the wider sustainability aims that the Supplier is encouraged to support where possible as set out in Annex 1 to Schedule 1 (Social value); |
| “Tier 2” | Means contracts of medium risk, value and complexity that require more than a light touch management regime. |

2. INTRODUCTION

- 2.1 This Schedule sets out the social value standards and principles that will apply to the Agreement.
- 2.2 In this Schedule, unless the contrary intention appears, each capitalised term shall have the meaning set out in the Definitions.

3. SOCIAL VALUE STANDARDS

- 3.1 The Public Services (Social Value) Act 2012 (“**the Social Value Act**”) requires the Authority to have regard to economic, social and environmental well-being in connection with public services contracts; and for connected purposes. Where services are contracted out the Authority will place similar obligations on its Suppliers. As an extension to this, the Authority is now required to explicitly evaluate and embed Social Value throughout the commissioning lifecycle. The Authority must also ensure that value for money is delivered for the taxpayer whilst contributing to the government’s Plan for Growth.
- 3.2 The Supplier shall deliver the Services to the Authority in accordance with the Social Value Act 2012. The Supplier shall take account of, and comply with, the Authority’s social value requirements and the Authority’s aims, objectives and targets in relation to the Authority’s social

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value Strategy set out in this Schedule and within Annexes 1 to 3 including the framework for the [Greening Government Commitments 2016 to 2020](#) policy and any successor arrangements.

- 3.3 The Supplier shall take account of and comply with any future social value legislation, policies, strategies and codes of practice put in place by the Authority and any relevant Government body (in particular Cabinet Office, Department for Environment, Food and Rural Affairs, Department of Business, Energy and Industrial Strategy, Government Property Unit and the Environment Agency).
- 3.4 The Supplier shall advise the Authority on new technologies and approaches which may be beneficial to the Authority in the delivery of social value.
- 3.5 Changes to the Supplier's Solution and the Service Requirements which are necessary to meet changes occurring after the Effective Date to the Authority's Sustainability Requirements and social value Aims, Strategy and Model shall be agreed in accordance with Schedule 6 (Variation Form).

4. PRINCIPLES OF ENVIRONMENTAL SOCIAL VALUE

- 4.1 The Supplier shall when delivering the Services, support the Authority to deliver environmental social value and the government's Plan for Growth by:
- a) Avoiding any adverse impact upon the environment by setting targets to support the Authority to fulfil its [Greening Government Commitments 2016-2020](#) or any successor arrangements and demonstrate contribution towards the [25 Year Environment Plan](#) by:
- I. recycling waste and reducing the amount of waste generated and going to landfill;
 - II. reducing the consumption of water and energy and enhance energy and water efficiency;
 - III. reducing the use of single use plastics and increase the use of durable and recyclable materials;
 - IV. taking measures to restore, maintain or enhance biodiversity
 - V. reducing carbon and other emissions including net zero by 2050;
 - VI. reducing or removing the use of hazardous materials;

5. PRINCIPLES OF ECONOMIC SOCIAL VALUE

- 5.1 The Authority aims to ensure a diverse supply chain with improved skills and employment opportunities. To achieve this ambition the Supplier shall:
- a) ensure their supply chain is accessible for all including, where appropriate, SMEs and VCSEs and those owned or led by protected characteristics (as described in the [Equality Act 2019](#));
- b) where applicable, has initiatives in place to improve the gender pay balance;

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- c) embedded prompt payment reporting and practices by complying with all applicable legislation, regulations and other government requirements including the Prompt Payment Code <https://www.gov.uk/guidance/prompt-payment-policy-as-updated-from-time-to-time>;
- d) where appropriate to the delivery of these Services, have initiatives in place to improve skills development by increasing the quantity and quality of apprenticeship opportunities.
- e) advertise all subcontracting opportunities above £25k, that are delivering against this contract, on [Contracts Finder in accordance with Clause 15.9](#).

6. SOCIAL SUPPLY CHAIN PRINCIPLES

- 6.1 The Authority aims to improve employability and skills including staff mental health and wellbeing through the delivery of its contracts. To achieve this ambition the supplier shall:
- a) ensure equality and accessibility, without discrimination, to employment and other opportunities and promote them to be fully accessible;
 - b) operate as an inclusive employer including an aim to increase representation of disabled people in the workforce and those from protected characteristic groups;
 - c) have initiatives in place which aim to increase representation of people with disabilities, Black, Asian and Minority Ethnic (BAME) and Lesbian, Gay, Bisexual & Transgender (LGBTi+) representation in the workforce;
 - d) have initiatives in place which aim to improve staff mental health and support regional community engagement.

7. SAFE & SECURE SUPPLY CHAIN PRINCIPLES

- 7.1 The Authority aims to reduce Modern Slavery risk by building resilience and raising awareness. The Supplier shall comply with the [Modern Slavery Act 2015](#). Where a Supplier's turnover is £36m per annum or more, the Supplier shall publish an annual slavery and human trafficking statement setting out what actions have been taken to tackle modern slavery in their business and/or supply chains.

8. SUPPLIER'S SOCIAL VALUE POLICY & PLAN

- 8.1 The Supplier shall provide to the Authority a copy of its social value policy or equivalent and shall develop, maintain and implement a social value plan in line with the Authority's social value model at Annex 3, the Authority's Wider social value Policy Aims in Annex 1, and the requirements of this Schedule. The Supplier shall ensure that any sub-contractors comply with the social value Plan.
- 8.2 The Supplier shall submit its social value plan for the authority's approval within three (3) months of the Effective Date. The social value plan shall ensure that all objectives, targets and aims contained therein are ambitious but achievable.
- 8.3 The Supplier shall ensure that the social value plan complies with [Government Buying Standards](#) as updated from time to time.
- 8.4 The Supplier's social value plan shall include the Supplier's approach to delivering the Services which shall incorporate social value and the government's Plan for Growth as set out in paragraph

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3.1 and shall set out how it will meet, monitor and measure its social value targets set out in Annex 3.

8.5 The social value plan should also include the following principles:

- a) value for money;
- b) environmental and social benefits;
- c) more efficient use of resources;
- d) greater social inclusion;
- e) support for innovation;
- f) better risk management; and
- g) improved supplier relationships.

8.6 The Supplier shall set out within its social value plan whether it contracts with SMEs and/or VSCEs to provide any supplies or services required to deliver the Services and will include any plans to increase the Supplier's contractual agreements with SMEs and/or VSCEs. The Authority's objective is to spend 28% of the value of its spend with suppliers under contracts or grants with SMEs by 2022 (comprised of direct and indirect SME spend). The cross-government aspiration is to spend £1 in every £3 with SMEs by the end of 2021/2.

The social value plan shall

- a) Confirm that the Supplier has systems in place to include (as a minimum) 30-day payment terms in all of its supply chain contracts and require that such terms are passed down through its supply chain in accordance with Clause 15 of the Services Agreement;
- b) Confirm that the Supplier has procedures for resolving disputed invoices with those in its supply chain promptly and effectively.

9 MANAGEMENT INFORMATION

9.1 In addition to any other management information requirements set out in this Agreement, the Supplier agrees and acknowledges that it shall, provide a quarterly report (the "**Social Value Report**"). The Social value Report shall document the Supplier's progress against its Social value Plan and any targets set and shall provide details of the actions taken and actions planned in the next quarter.

The social value report shall also include

- a) the total contract revenue received directly from this Agreement;
- b) the total value of sub-contracted revenues from this Agreement (including revenues for non-SMEs and/or non-VCSEs); and
- c) the number, type and value of sub-contracted revenues to SMEs and VCSEs.

10 MONITORING AND REVIEW

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- 10.1 The Supplier will demonstrate its commitment to social value through annual review of its social value policy.
- 10.2 The Supplier and Authority will discuss the Supplier's social value plan and progress against it during Framework management meetings
- 10.3 The Authority may annually request the Supplier to complete a social value assessment (a "**SV Assessment**"), currently known as the Corporate Assessment of Environmental, Social and Economic Responsibility (**CAESER**) questionnaire, which will set out an action plan to improve performance against an agreed baseline. The parties shall review the progress of this action plan at Framework management meetings of the
- 10.4 Following the completion of the social value Assessment, the Supplier will report on any agreed actions, in a format to be agreed between the Parties.
- 10.5 In addition, the Authority shall periodically request the Supplier to complete its Carbon Emissions (CE) Assessment, currently undertaken by CARBON Smart data gathering exercise in an agreed format. This will measure against the previous years' score and the Supplier will be required to set out an action plan to improve performance for the following year. The parties shall review the progress of this action plan during Framework management meetings
- 10.6 Following the completion of the CE Assessment, the Supplier will report on any agreed actions, in a format to be agreed between the Parties.
- 10.7 Where the risk of modern slavery is high (as reflected within the [Modern Slavery Guidance as updated from time to time](#)), the Supplier will provide to the Authority assurance on the processes in place to identify and address modern slavery risks in their supply chains. Detailed updates on how legislative including, where relevant, assurance of legal compliance with the Modern Slavery. An action plan would need to be put in place where there are suspected and confirmed instances of modern slavery to detail how these will be addressed. Additionally, any recommendations generated by MSAT would need to be included within the Action Plan.

Annex 1

The Authority's wider Social Value aims:

Suppliers are encouraged to support these wider social value aims where possible:

Home Office specific aims are set out within the Diversity and Inclusion Strategy 2018 - 2025

- [Diversity & Inclusion Strategy 2018 - 2025](#)

Wider Aims:

- **Workforce skills – Apprenticeship Places:** Creating apprenticeships or skills development programmes to support the government target to create 3 million apprenticeships by 2020. Further guidance is available at: <https://www.gov.uk/take-on-an-apprentice>
- **SMEs** – Including SMEs within your supply chain, to support the Government target to spend at least 33% with SMEs by the end of financial year 2021/2
- **Innovation** - consider innovative solutions which could lead to Social value efficiencies
- Support **Sustainable Development Goals** – Further guidance available at <https://www.un.org/sustainabledevelopment/> as updated from time to time.
- Support **the UK's Industrial Strategy** - to boost productivity by backing businesses to create good jobs and increase the earning power of people throughout the UK with investment in skills, industries and infrastructure. [The UKs Industrial Strategy](#) as updated from time to time.
- Support **the Civil Society Strategy** – this sets out how government will work with and for civil society in the long-term to create a country that works for everyone. [Civil Society Strategy](#) as updated from time to time.

Annex 2

The following sets out the Authority (acting through the Home Office) strategy in relation to Social value which the Supplier must comply with.

Home Office Social Value Strategy - June 2020

Our Goal

To enable Home Office Commercial to understand our legal obligations and policy requirements in order to achieve positive, sustainable outcomes, in line with best practice and with the highest overall value from our contracts.

This includes:

- Adhering to the [Social Value Act 2012](#);
- Adhering to the [Modern Slavery Act 2015](#);
- Compliance with the [Civil Society Strategy](#);
- Compliance with the [Public Sector Equality Duty](#);
- Reducing the environmental impact of our contracts through compliance with [Greening Government Commitments 2016 to 2020](#), [25 Year Environment Plan](#), [Sustainable Development Goals](#) and [Government Buying Standards](#);
- Supporting the [Plan for Growth](#);
- Adherence to the law generally, all relevant Government Guidance and Procurement Policy Notes.

We report to Ministry of Justice (Sustainable Cluster Lead for the Home Office), Cabinet Office and Stonewall.

In June 2018, one of the previous Cabinet Office Minister David Lidington announced measures to deliver better public services and use contracts as a “force for good”. In line with this announcement, we are required to consider social value in all of our procurement activities, therefore it is important to follow this Social value Strategy with immediate effect. The Strategy will be updated following any developments in Cabinet Office policy.

The Services (Social) Value Act 2012

The Services (Social value) Act 2012 requires the Home Office “to have regard to economic, social and environmental well-being in connection with public services contracts; and for connected purposes”. This means that we must consider where added benefit, in relation to social value aspects, can be delivered to the department, where relevant and proportionate, above those already delivered as part of the requirements of Schedule 1 (Goods and Services).

The Modern Slavery Act 2015

The Modern Slavery Act 2015 (“The Act”) categorises offences of Slavery, Servitude and Forced or Compulsory Labour and Human Trafficking. These are all included in the term ‘modern slavery’. The Act requires businesses with a total turnover of £36m or above who carry out all or some of their business in the UK to publish an annual slavery and human trafficking statement. Businesses should set out what action they have taken to tackle modern slavery in their business or supply chains. This will allow consumers, investors and campaigners to hold them to account and call for them to do more.

Civil Society Strategy

This strategy has committed the Government to use its buying power to drive social change. Central Government will take account of social benefits in the award of its contracts. This will have the effect of levelling the playing field for all types of businesses including small businesses, voluntary and community sector organisations and social enterprises,

encouraging employment opportunities, developing skills and improving environmental sustainability.

Greening Government Commitments (GGC)

The GGC set out the actions UK government departments and their agencies will take to reduce their impacts on the environment in the period 2016 to 2020. They set out targets to reduce their greenhouse gas emissions, send less waste to landfill and reduce the overall amount of waste they produce and reduce water consumption. They also set out commitments for departments to improve sustainable procurement and report transparently on key sustainability issues. The Home Office is reporting a 42% reduction in carbon emissions, based on 2009-10 levels.

25 Year Environment Plan

The environment plan sets out our goals for improving the environment, within a generation, and leaving it in a better state than we found it. It details how we in government will work with communities and businesses to do this and sets out what we will be doing over the next 25 years. Single-Use Plastics: Chapter 4 of the 25 Year Environment Plan discusses “Increasing resource efficiency and reducing pollution and waste”. Reduction in the use of Single-Use Plastics in the department’s activities and services it provides is an important part of this. There are an increasing number of multi-use plastics or plastic-free alternatives that we can use and encourage our suppliers to use in their supply chains. By reducing our use of Single-Use Plastics and asking our suppliers to reduce or eliminate their use of these in our supply chains, we can help to achieve the goals of the 25 Year Plan.

Sustainable Development Goals (SDGs)

SDGs were adopted by all United Nations Member States in 2015 providing a shared blueprint for peace and prosperity for people and the planet, now and into the future. At its heart are 17 SDGs, which are an urgent call for action by all countries - developed and developing - in a global partnership. They recognise that ending poverty and other deprivations must go hand-in-hand with strategies that improve health and education, reduce inequality, and spur economic growth – all while tackling climate change and working to preserve our oceans and forests.

Government Buying Standards (GBS)

All government departments and their related organisations must make sure that they meet the minimum mandatory GBS standards when buying goods and services and to specify the minimum mandatory standards within tenders. This forms part of sustainable procurement - the process whereby organisations meet their needs for goods, services, works and utilities in a way that benefits not only the organisation, but also society and the economy, while minimising damage to the environment.

Plan for Growth

Announced a programme of structural reforms to remove barriers to growth for businesses and equip the UK to compete in the global race. These reforms span a range of policies including improving UK infrastructure, cutting red tape, root and branch reform of the planning system and boosting trade and inward investment, to achieve the government’s 4 ambitions for growth:

- creating the most competitive tax system in the G20;
- encouraging investment and exports as a route to a more balanced economy;
- making the UK the best place in Europe to start, finance and grow a business;
- creating a more educated workforce that is the most flexible in Europe.

The SME Agenda

In 2015 Government achieved the 25% aspiration for spend with Small to Medium-sized Enterprises (SMEs). The Government's target for spend with SMEs is 33% by March 2022. This metric is part of the Growth & Enterprise agenda which supports the Industrial Strategy aim 'to improve living standards and economic growth by increasing productivity and driving growth across the UK'.

The Home Office aims to spend up to 28% with SMEs by 2022 as referred to in our [SME Action Plan](#). In 2018/19 the Home Office achieved 24.6% spend with SMEs and are now aiming to reach 28% as follows:

| | | |
|-------------------|-------------------|-----------------|
| 2019 / 20 – 26.5% | 2020 / 21 – 27.5% | 2021 / 22 – 28% |
|-------------------|-------------------|-----------------|

Annex 3 – Social Value Model

The model below details the Authority’s objectives for social value, articulating it in terms of high-level themes and strategic policy priorities.

The Supplier shall incorporate the following social value model within its Social value Plan and Social value Report as described in paragraphs 8, 9 and 10 of this Schedule, where relevant and proportionate to the Services

The model below is not an exhaustive list but details the elements that the Supplier should include in its Social value Plan.

The Supplier shall set their own benchmarks and targets within their Social value Plan, for improvements or activities that support the delivery of the Authority’s aims as set out within this Schedule.

| Theme | Policy Outcome | Metric | Number or percentage |
|---|-----------------------------------|--|----------------------|
| Environmental Benefits | | | |
| Environmental Sustainability in support of the 25 Year Environmental Plan | Environmental impacts are reduced | Number and type of initiatives to reduce environmental impacts in relation to the Agreement. | |
| | | Annual percentage by which environmental impacts will be reduced in the delivery of the Agreement, from the baseline to be established in the first 12 months following the Operational Services Commencement Date (e.g. waste to landfill, water & energy consumption, greenhouse gas emissions). | |
| Economic and Social Benefits | | | |
| Diverse Supply Chains | Supply chain accessibility | Number of pre-market engagement activities to be carried out to create a diverse supply chain in relation to the Agreement | |
| | | Number and type of supply chain development activities to be carried out to create a diverse supply chain in relation to the Agreement | |
| | | Number, value and percentage of spend of prime and sub-contracting opportunities won by SMEs, VCSEs businesses owned or led by under-represented groups in the supply chain in relation to the Agreement. | |
| | | Number of supply chain development activities to be carried out to create a diverse supply chain in relation to the Agreement. | |
| Skills and Employment | Improved employability and skills | - Number of full-time equivalent employment opportunities to be created, in relation to the Agreement, including for those who: * are apprentices * are disabled | |

| | | | |
|--|---|---|--|
| | | <ul style="list-style-type: none"> *have health conditions *are women *are mothers returning to work *are rehabilitating young offenders (18-24) or ex-offenders *were previously long term unemployed (unemployed for a year or longer, aged over 25) or who were not previously in employment, education or training (aged 18-24) *are from a BAME background *are LGBTi+ *are armed forces veterans *are care-leavers | |
| | | Of those employment opportunities created, the number of full-time equivalent employment opportunities to be retained in relation to the Agreement | |
| | | *throughout the contract, and | |
| | | *beyond the contract end date | |
| | | Number and type of training opportunities to be created, in relation to the Agreement, including those resulting in recognised qualifications (e.g. BTEC, City & Guilds, NVQ, HNC - Level 2, 3, or 4+) and apprenticeships (Level 2,3, and 4+) | |
| | | Number of work placements, pre-employment courses, paid/unpaid student placements, or paid internships of 6 weeks or more to be created in relation to the Agreement | |
| Inclusion, staff mental health and wellbeing | Ensuring businesses in the supply chain encourage improved gender pay balance | Suppliers mean gender salary pay gap for staff in relation to the Agreement. | |
| | | Number and type of initiatives to be put in place to reduce the gender pay gap for staff employed in relation to the Agreement. | |
| | Ensuring businesses in the supply chain encourage increased representation of people with disabilities in the workforce | Percentage of people with disabilities to be employed in relation to the Agreement, as a proportion of the total workforce employed on the Agreement. | |
| | | Percentage of people with disabilities to be on apprenticeship schemes in relation to the Agreement, as a proportion of total apprentices employed in relation to the Agreement. | |
| | | Percentage of people with disabilities to be on other training schemes in relation to the Agreement, as a proportion of total apprentices employed in relation to the Agreement. | |
| | Ensuring businesses in the supply chain encourage increased Black, Asian and Minority | Percentage of BAME people to be employed to deliver the Agreement, as a proportion of the total workforce employed in relation to the Agreement. | |
| | | Percentage of BAME people to be on apprenticeship schemes to deliver the Agreement, as a proportion of total apprentices employed in relation to the Agreement. | |
| | | Percentage of BAME people to be on other training schemes to deliver the Agreement, as a proportion of total apprentices employed in relation to the Agreement. | |

| | | | |
|--------------------------------------|--|---|-------------------|
| | Ethnic (BAME) representation in the workforce | | |
| | Ensuring businesses in the supply chain encourage inclusion and improved staff mental health and wellbeing | Percentage of suppliers to Tier 2 in the supply chain to deliver the Agreement (including the Supplier) that will implement the mental health core standards for all companies and also the mental health enhanced standards for companies with more than 500 employees, as set out in Thriving at Work: the Stevenson Farmer Review on Mental Health and Employers. https://www.gov.uk/government/publications/thriving-at-work-a-review-of-mental-health-and-employers | |
| | | Percentage of suppliers to Tier 2 in the supply chain to deliver the Agreement (including the Supplier) that will implement the recommendation for reporting publicly on mental health and wellbeing contained in the Government's guidance, "Voluntary reporting on disability, mental health and wellbeing: A framework to support employers to voluntarily report on disability, mental health and wellbeing in the workplace". https://www.gov.uk/government/publications/voluntary-reporting-on-disability-mental-health-and-wellbeing | |
| | Ensuring businesses in the supply chain encourage more cohesive communities | Initiatives to support community engagement in the design and/or delivery of the Agreement. | |
| Safe and Secure Supply Chains | | | |
| Safe and Secure Supply Chains | Cyber security risks are reduced | Number and type of initiatives in place, to Tier 2 in the supply chain, to protect against cyber security risks in the delivery of the Agreement. | |
| | | Number of staff to receive training on identifying and managing cyber security risks in relation to the delivery of the Agreement. | |
| | Modern slavery risks are reduced | Number and type of initiatives throughout the supply chain to identify and manage the risks of modern slavery occurring (i.e. supply chain mapping, staff training, contract management) in relation to the Agreement. | |
| | | Number of supply chain audits to be undertaken in the supply chain, to identify and manage the risk of modern slavery occurring in relation to the Agreement. | Supplier's target |
| | | Number of people employed to Tier 2 in the supply chain to identify and manage the risk of modern slavery occurring in the supply chain, in relation to the Agreement. | Supplier's target |

*The benchmark is to be reset annually, based on the previous year's consumption.

Schedule 10

Cloud Service Terms of Use

- 1** **Definitions.**
- “**Agency**” is Customer
- “**Axon**” is Supplier
- “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- “**Non-Content Data**” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- “**Axon Device(s)**” means all hardware provided by Axon under this Agreement.
- “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 2** **Subscription Term.** For Axon Evidence subscriptions, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Order Form or Quote (“**Axon Evidence Subscription Term**”).
- 3** **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Axon Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
- 4** **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.
- 5** **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection.

- 6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems. The Parties are bound by the provisions of the Axon Cloud Services Privacy Policy at <https://www.axon.com/legal/cloud-services-privacy-policy>.

- 8 **Storage.** Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

- 12 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright

and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

13 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

Upon termination of this Agreement, Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases products for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Contract Period, Axon will invoice Agency the difference between the MSRP for products received and amounts paid towards those products. MSRP is the standalone price of the individual product at the time of sale. For bundled products, MSRP is the standalone price of all individual components.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **Survival.** Upon any termination of this Agreement, the following sections in this Schedule will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.