

**FRAMEWORK FOR THE PROVISION OF
ENERGY & NET ZERO PROFESSIONAL SERVICES
FOR THE DEPARTMENT FOR
ENERGY SECURITY AND NET ZERO**

CORE TERMS

1. Definitions Used In The Contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How The Contract Works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 The Authority does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 The Authority has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Authority decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Authority can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 **Each Call-Off Contract:**
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between the Supplier and the Authority;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by the Authority no warranty of its accuracy is given to the Supplier.
- 2.7 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.8 The Authority will not be liable for errors, omissions or misrepresentation of any information.
- 2.9 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What Needs To Be Delivered

- 3.1 All deliverables:
 - 3.1.1 The Supplier must provide Deliverables:
 - (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
 - (b) to a professional standard;
 - (c) using reasonable skill and care;
 - (d) using Good Industry Practice;
 - (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;

- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Authority will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Services unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery then the Supplier shall indemnify the Authority from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.2 Services Clauses

- 3.2.1 Late Delivery of the Services, unless beyond the Supplier's reasonable control, will be a Default of a Call-Off Contract.
- 3.2.2 The Supplier must cooperate with the Authority and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.2.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.2.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.2.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- 3.2.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.2.7 The Authority is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and Payments

- 4.1.1 In exchange for the Deliverables, the Supplier must invoice the Authority for the Charges in the Order Form.
- 4.1.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.2 The Authority must pay the Supplier the Charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.3 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Authority; and
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.4 The Authority must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.5 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Authority can publish the details of the late payment or non-payment.
- 4.7 If the Authority can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then the Authority

may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.8 If the Authority uses Clause 4.7 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.9 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.
- 4.10 The Framework Prices as set out in Framework Schedule 3 (Framework Prices) shall be adjusted in line with changes in the Services Producer Price Index ("SPPI") Professional, Scientific and Technical Services (the "Index") pursuant to Clause 4.12. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
- 4.11 The Framework Prices shall not be Indexed during the first 2 years following the Start Date ending on the second anniversary of the Start Date (the "Non-Indexation Period"). The Framework Prices will be subject to a single index-linked change from the day after the second anniversary of the Start Date to reflect the percentage change in the Index during the previous 12-month period expiring on the second anniversary of the Start Date. These indexed rates shall remain fixed for the remaining duration of the Framework.
- 4.12 Where the Index:
 - 4.12.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise; or
 - 4.12.2 is no longer published, the Authority and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.
- 4.13 The Call Off Contract Non-Indexation Period will apply to the Charges which will then be indexed in accordance with Paragraph 7 of Call Off Schedule 5 (Pricing Details).

5. The Authority's Obligations To The Supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
 - (a) the Authority cannot terminate a Call-Off Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - (a) gives notice to the Authority within 10 Working Days of becoming aware of the Authority Cause;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record Keeping and Reporting

- 6.1 The Supplier must:
 - (a) attend Progress Meetings with the Authority and provide Progress Reports when specified in the Order Form; and
 - (b) where the Order Form states that Financial Transparency Objectives apply, cooperate with the Authority to achieve the Financial Transparency Objectives and, to this end, will

provide a Financial Report to the Authority:

- (i) on or before the Start Date;
- (ii) at the end of each Contract Year; and
- (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Authority if required within 10 Working Days of the Authority receiving a Financial Report.

- 6.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date or such other date as agreed between the Parties; and
- (c) in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 (Definitions) and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

- 6.3 The Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract or, if later, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

- 6.4 During an Audit, the Supplier must:

- (a) allow the Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's System used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (ii) Supplier Staff; and
- (b) provide information within the permitted scope of the Audit to the Authority or to the Auditor and reasonable cooperation at their request.

- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Authority and the Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Authority.

- 6.6 If the Supplier:

- (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (i) tell the Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
- (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (i) Supplier's currently incurred or forecast future Costs; and
 - (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Authority in writing as soon as practicable setting out the actual or anticipated effect of the event.

- 6.7 If the Supplier has delivered Services during a Contract Year, or otherwise as reasonably requested by the Authority the Supplier must provide the Authority with a Self Audit Certificate

supported by an audit report at the end of the Contract Year. The report must contain:

- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate shall be in the form as set out in Framework Schedule 8 (Self Audit Certificate) and must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.
- 6.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carries out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:
- (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - (b) all related invoices are completely and accurately included in the MI Reports;
 - (c) all Charges to the Authority comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and, if requested by the Authority
 - (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by the Authority.
- 6.10 The Supplier must comply with the Authority's reasonable instructions following an Audit, including:
- (a) correct any identified Default;
 - (b) rectify any error identified in a Financial Report; and
 - (c) repaying any Charges that the Authority has overpaid.
- 6.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Authority's reasonable costs in connection with the Audit.

7. Supplier Staff and Supply Chain

Staff:

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Authority's Premises.
- 7.2 Where the Authority decides one of the Supplier's Staff is not suitable to work on a Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Authority against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.6 The Authority indemnifies the Supplier against all claims brought by any person employed or

engaged by the Authority caused by an act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

Supply Chain

7.7 *Appointing Subcontractors*

7.7.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

- (a) Manage Subcontractors in accordance with Good Industry Practice;
- (b) Comply with its obligations under the Contract; and
- (c) Assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to the Contract to the Authority or a Replacement Supplier.

7.7.2 The Supplier shall only appoint Key Subcontractors in accordance with Joint Schedule 6 (Key Subcontractors).

7.8 *Mandatory Provisions in Sub-Contracts*

7.8.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

- (a) where such Sub-Contracts are entered into after the Call-Off Contract Start Date, the Supplier will ensure that they all contain provisions that:
 - (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (ii) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (iii) allow the Authority to publish the details of the late payment; or non-payment if this 30 day limit is exceeded.
- (b) where such Sub-Contracts are entered into before the Call-Off Contract Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (ii) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (iii) allow the Authority to publish the details of the late payment; or non-payment if this 30 day limit is exceeded.

7.9 *When Sub-Contracts Can Be Ended*

7.9.1 At the Authority's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Authority;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

- (e) the Authority has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

7.10 Ongoing Responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

8. Rights and Protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and
- (h) it will comply with each Call-Off Contract.

8.2 The warranties and representations in Clauses 2.9 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the Authority against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent the Authority from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 The Parties agree that the terms set out in Call-Off Schedule 12 (Intellectual Property Rights) shall apply to this Contract.

IPR Indemnity

9.2 The Supplier shall at all times, during and after the Contract Period, on written demand indemnify the Authority and each other Indemnified Person and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against, or agreed to be paid by and Indemnified Person arising from any IPR Claim.

9.3 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Authority or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:

- (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (ii) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
- (iii) there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and
- (iv) the terms and conditions of this Contract shall apply to the replaced or modified Services.

9.4 If the Supplier elects to procure a licence in accordance with Clause 9.3(a) or to modify or replace an item pursuant to Clause 9.3(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Authority may terminate this Contract (if subsisting) and/or any Call-Off Contract in accordance with Clause 10.4.1 with immediate effect by written notice to the Supplier; and
- (b) without prejudice to the indemnity in Clause 9.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute terms.

9.5 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the Contract Or Any Subcontract

10.1 Contract Period

10.1.1 The Framework Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Authority at its discretion can extend the Framework Contract for the Framework Optional Extension Period and, at the Authority's further discretion, for the Further Optional Framework Extension Period by, on each occasion, giving the Supplier no less than 3 Months' written notice before the Framework Contract expires.

10.2 Ending the Contract Without a Reason

10.2.1 The Authority has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.

10.2.2 The Authority has the right to terminate any Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification Plan Process

10.3.1 If there is a Default, the Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Authority.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

- 10.3.4 If the Authority rejects any Rectification Plan, including any revised Rectification Plan, the Authority does not have to request a revised Rectification Plan before exercising its right to terminate the Contract under Clause 10.4.2(a).

10.4 When the Authority Can End a Contract

- 10.4.1 If any of the following events happen, the Authority has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any Material Default of the Contract and the Material Default is either not capable of remedy or the Supplier has failed to remedy the Material Default within 30 days of written notice to the Supplier specifying the Material Default and requiring its remedy;
- (e) there is any Material Default of any Joint Controller Agreement relating to any Contract and the Material Default is either not capable of remedy or the Supplier has failed to remedy the Material Default within 30 days of written notice to the Supplier specifying the Material Default and requiring its remedy;
- (f) there is a Default of Clauses 2.9, 6, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Authority in writing;
- (i) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.

- 10.4.2 If any of the following non-fault based events happen, the Authority has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- (a) the Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 or resolved using Clause 34;
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the Supplier Can End the Contract

The Supplier can issue a Reminder Notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What Happens if the Contract Ends

- 10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Authority's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Authority any and all Charges the Authority has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.

- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - (e) The Supplier must promptly return any of the Authority's property provided under the terminated Contract.
 - (f) The Supplier must, at no cost to the Authority, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
- (a) the Authority must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Authority must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised cost schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 **Partially Ending and Suspending the Contract**

- 10.7.1 Where the Authority has the right to terminate the Framework Contract it is entitled to terminate all or part of it.
- 10.7.2 Where the Authority has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.3 The Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.4 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

Suspension by the Authority

- 10.7.5 The Authority may at any time by notice in writing suspend the Supplier from the Framework Contract in the circumstances set out in Clause 10.7.6. Such suspension shall take effect from the date specified in such notice and will continue until such time as the material Defect has been remedied by the Supplier to the Authority's reasonable satisfaction or the Authority terminates this Framework Contract in accordance with Clause 10.4.
- 10.7.6 Where the Supplier:
- 10.7.6.1 fails to achieve any of the Milestones specified in the first Call-Off Contract placed under this Framework Contract;
 - 10.7.6.2 does not deliver or complete the Services in accordance with the Specification or the Supplier's tender;

10.7.6.3 has remedial action(s) imposed on it as a consequence of a Default under the Framework Contract and/or Call-Off Contract has been invoked, including but not limited to the Supplier being subject to the Rectification Plan Process set out in Clause 10.3;

10.7.6.4 suffers a Financial Distress Event (as prescribed in Joint Schedule 7 (Financial Difficulties)); or

10.7.6.5 commits an MI Default as set out in Framework Schedule 5 (Management Charges and Information);

the Authority may, by notice in writing, suspend the Supplier from Call-Off Contract opportunities under the Framework Contract. Such suspension shall take effect from the date specified in the notice and will continue until such time as the Supplier's performance has been rectified to the Authority's reasonable satisfaction and the Authority has notified the Supplier under this Framework Contract that the suspension has been lifted or the Authority has terminated this Framework Contract in accordance with Clause 10.4.

10.7.7 In the event of any suspension by the Authority pursuant to Clause 10.7 the Supplier must, unless directed otherwise by the Authority, still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.8 The Authority can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When Subcontracts Can Be Ended

At the Authority's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Authority.

11. How Much You Can Be Held Responsible For

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum no more than the greater of £5,000,000 or 150% of the Estimated Yearly Charges unless specified otherwise in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.2, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate

liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
 - (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the Law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Authority against any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data Protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 10 (Processing Data) and any requirements set out in the Order Form.
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Authority copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
 - (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless the Authority is at fault.
- 14.8 The Supplier:
 - (a) must provide the Authority with all Government Data in an agreed open format within 10 Working Days of a written request;

- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it; and
- (e) indemnifies the Authority against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What You Must Keep Confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

15.4 In spite of Clause 15.1, the Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.
- 16. When You Can Share Information**
- 16.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.
- 16.2 Within 5 Working Days of the Authority's request the Supplier must give the Authority full co-operation and information needed so the Authority can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Authority's decision in its absolute discretion.
- 17. Invalid Parts Of The Contract**
- If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.
- 18. No Other Terms Apply**
- The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.
- 19. Other People's Rights In A Contract**
- No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 20. Circumstances Beyond Your Control**
- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 21. Relationships Created By The Contract**
- No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.
- 22. Giving Up Contract Rights**
- A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a

waiver in writing to the other Party.

23. Transferring Responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Authority's written consent.
- 23.2 The Authority can assign, novate or transfer the Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Authority.
- 23.3 When the Authority uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the Contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
 - (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by the Authority.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, the Authority can either:
 - (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 The Authority are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Authority notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
 - (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to Communicate About The Contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to the Authority must be sent to the Authority Authorised Representative's address or email address in the Order Form. Where applicable, this includes the listed forwarding address if the Authorised Representative is out of office.
- 25.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing With Claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
 - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing Fraud, Bribery and Corruption

- 27.1 The Supplier must not during any Contract Period:
 - (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
 - (b) do or allow anything which would cause the Authority, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 27.2 The Supplier must during the Contract Period:
 - (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to the Authority on request; and
 - (c) if required by the Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

- 27.3 The Supplier must immediately notify the Authority if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
- 27.4 If the Supplier notifies the Authority as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.
- 27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:
- (a) Prohibited Act;
 - (b) identity of the Party who it thinks has committed the Prohibited Act; and
 - (c) action it has decided to take.

28. Equality, Diversity and Human Rights

- 28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Authority reasonably imposes related to equality Law.
- 28.2 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and Safety

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Authority's current health and safety policy while at the Authority's Premises, as provided to the Supplier.
- 29.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Authority Premises that relate to the performance of a Contract.

30. Environment

- 30.1 When working on Site the Supplier must perform its obligations under the Authority's current Environmental Policy, which the Authority must provide.
- 30.2 The Supplier must ensure that Supplier Staff are aware of the Authority's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

- 31.2 Where the Charges payable under a Contract with the Authority are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Authority of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that the Authority may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Authority may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
 - (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
 - (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of Interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to the Authority if a Conflict of Interest happens or is expected to happen.
- 32.3 The Authority can terminate the Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a Breach of the Contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of:
- (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Authority or a Prescribed Person.

34. Resolving Disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure currently at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules currently at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which Law Applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.