

DATED 06/10/2016

CROWN COMMERCIAL SERVICE

and

LM TIETOPALVELUT OY/ LM INFORMATION DELIVERY

FRAMEWORK AGREEMENT

FOR THE PROVISION OF

JOURNAL SUBSCRIPTIONS (PRINT AND ELECTRONIC)

(Agreement Ref: RM 3797)

TABLE OF CONTENT

A.	PRELIMINARIES	4
1.	DEFINITIONS AND INTERPRETATION	4
2.	DUE DILIGENCE	6
3.	SUPPLIER'S APPOINTMENT	6
4.	SCOPE OF FRAMEWORK AGREEMENT	6
5.	CALL OFF PROCEDURE.....	7
6.	ASSISTANCE IN RELATED PROCUREMENTS	7
7.	REPRESENTATIONS AND WARRANTIES	7
8.	GUARANTEE NOT USED	9
9.	CYBER ESSENTIALS SCHEME CONDITION	9
B.	DURATION OF FRAMEWORK AGREEMENT	9
10.	FRAMEWORK PERIOD	10
C.	FRAMEWORK AGREEMENT PERFORMANCE.....	10
11.	FRAMEWORK AGREEMENT PERFORMANCE	10
12.	PERFORMANCE INDICATORS	10
13.	STANDARDS	10
14.	NOT USED	10
15.	CONTINUOUS IMPROVEMENT	10
16.	CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT	11
D.	FRAMEWORK AGREEMENT GOVERNANCE	11
17.	FRAMEWORK AGREEMENT MANAGEMENT	11
18.	RECORDS, AUDIT ACCESS AND OPEN BOOK DATA	11
19.	CHANGE	13
E.	MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS	14
20.	MANAGEMENT CHARGE.....	14
21.	PROMOTING TAX COMPLIANCE	15
22.	BENCHMARKING.....	15
23.	FINANCIAL DISTRESS	15
F.	SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS.....	15
24.	STAFF TRANSFER NOT USED.....	16
25.	SUPPLY CHAIN RIGHTS AND PROTECTION	16
G.	INTELLECTUAL PROPERTY AND INFORMATION	19
26.	INTELLECTUAL PROPERTY RIGHTS	19
27.	PROVISION AND PROTECTION OF INFORMATION	20
28.	PUBLICITY AND BRANDING	26
29.	MARKETING	26
H.	LIABILITY AND INSURANCE	26
30.	LIABILITY	26
31.	INSURANCE	27
I.	REMEDIES.....	27
32.	AUTHORITY REMEDIES.....	28
J.	TERMINATION AND SUSPENSION.....	28
33.	AUTHORITY TERMINATION RIGHTS	28
34.	SUSPENSION OF SUPPLIER'S APPOINTMENT	30
35.	CONSEQUENCES OF EXPIRY OR TERMINATION	31
K.	MISCELLANEOUS AND GOVERNING LAW	32

36.	COMPLIANCE	32
37.	ASSIGNMENT AND NOVATION.....	32
38.	WAIVER AND CUMULATIVE REMEDIES.....	33
39.	RELATIONSHIP OF THE PARTIES.....	33
40.	PREVENTION OF FRAUD AND BRIBERY	33
41.	CONFLICTS OF INTEREST	35
42.	SEVERANCE	35
43.	FURTHER ASSURANCES	35
44.	ENTIRE AGREEMENT	35
45.	THIRD PARTY RIGHTS.....	36
46.	NOTICES.....	36
47.	COMPLAINTS HANDLING.....	37
48.	DISPUTE RESOLUTION	38
49.	GOVERNING LAW AND JURISDICTION	38
FRAMEWORK SCHEDULE 1: DEFINITIONS		40
FRAMEWORK SCHEDULE 2: GOODS AND SERVICES AND PERFORMANCE INDICATORS ...		54
FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE		71
ANNEX 1: PRICING MECHANISM		74
ANNEX 2: DISCOUNTS AND RRP's		75
ANNEX 3: FRAMEWORK PRICES.....		76
FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL OFF TERMS.		78
FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE		80
FRAMEWORK SCHEDULE 6: NOT USED		81
FRAMEWORK SCHEDULE 7: SUB-CONTRACTORS		82
FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT		83
FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION		86
ANNEX 1: MI REPORTING TEMPLATE.....		89
FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE		89
FRAMEWORK SCHEDULE 11: MARKETING		91
FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING		92
FRAMEWORK SCHEDULE 13: GUARANTEE NOT USED		97
FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS		98
ANNEX 1: REQUIRED INSURANCES.....		100
FRAMEWORK SCHEDULE 15: NOT USED		104
FRAMEWORK SCHEDULE 16: FINANCIAL DISTRESS ERROR! BOOKMARK NOT DEFINED.		
ANNEX 1: RATING AGENCIES.....		109
ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS		110
FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION.....		111
FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE		112
FRAMEWORK SCHEDULE 19: VARIATION FORM		116
FRAMEWORK SCHEDULE 20: CONDUCT OF CLAIMS.....		117
FRAMEWORK SCHEDULE 21: TENDER – NOT USED		119
FRAMEWORK SCHEDULE 22: TRANSPARENCY REPORTS		120

This Agreement is made on **06/10/2016**

BETWEEN:

- (1) the Minister for the Cabinet Office ("**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP (the "**Authority**");
- (2) **LM Tietopalvelut Oy/ LM Information Delivery** which is a company registered in **Finland** under company number **FI19359267** and whose registered office is at **Teollisuuskatu 21, 00044 LM INFO, Helsinki, Finland** (the "**Supplier**").

RECITALS:

- A The Authority placed a contract notice 2016/S 110-196494 on **07/06/2016** (the "**OJEU Notice**") in the Official Journal of the European Union seeking **tenders** from providers of Journal Subscriptions (Print and Electronic) interested in entering into a framework arrangement for the supply of such Goods and/or Services to Contracting Authorities.
- B On **07/06/2016** the Authority issued an invitation to tender (the "**Invitation to Tender**") for the provision of Journal Subscriptions (Print and Electronic).
- C In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on **08/07/2016** (set out in Framework Schedule 21 (Tender)) (the "**Tender**") through which it represented to the Authority that it is capable of delivering the Goods and/or Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Goods and/or Services in an efficient and cost effective manner.
- D On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement to provide the Goods and/or Services to Contracting Authorities from time to time on a call off basis in accordance with this Framework Agreement.
- E This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Goods and/or Services which may be required by Contracting Authorities, the template terms and conditions for any Call Off Contract which Contracting Authorities may enter into and the obligations of the Supplier during and after the Framework Period.
- F It is the Parties' intention that there will be no obligation for any Contracting Authority to award any Call Off Contracts under this Framework Agreement during the Framework Period.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.
- 1.1.2 If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market

sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- (f) references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
- (g) references to "**representations**" shall be construed as references to present facts; to "**warranties**" as references to present and future facts; and to "**undertakings**" as references to obligations under this Framework Agreement;
- (h) references to "**Clauses**" and "**Framework Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
- (i) any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
- (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:

- (a) the Clauses and Framework Schedule 1 (Definitions);
- (b) Framework Schedules 1 to 19 inclusive;
- (c) Framework Schedule 21 (Tender).

1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Contract, the provisions of this Framework Agreement shall prevail over those of the Call Off Contract save that:

- (a) any refinement to the Template Order Form and Template Call Off Terms permitted for the purposes of a Call Off Contract under Clause 4 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Template Order Form and Template Call –Off Terms); and

- (b) subject to Clause 1.2.4, the Call Off Contract shall prevail over Framework Schedule 21 (Tender).
- 1.2.4 Where Framework Schedule 21 (Tender) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

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

3. SUPPLIER'S APPOINTMENT

- 3.1 The Authority hereby appoints the Supplier as a potential provider of the Goods and/or Services and the Supplier shall be eligible to be considered for the award of Call Off Contracts by the Authority and Other Contracting Authorities during the Framework Period.
- 3.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 Without prejudice to Clause 45 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and/or Services by the Supplier.
- 4.2 The Supplier acknowledges and agrees that:
 - 4.2.1 there is no obligation whatsoever on the Authority or on any Other Contracting Authority to invite or select the Supplier to provide any Goods and/or Services and/or to purchase any Goods and/or Services under this Framework Agreement and
 - 4.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority and/or Other Contracting Authorities in relation to the provision of the Goods and/or Services by the Supplier and that the Authority and Other Contracting

Authorities are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.

- 4.3 In the event that any Other Contracting Authority makes an approach to the Supplier with a request for the supply of Equivalent Goods and/or Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Authority, and before any supply of Equivalent Goods and/or Services is made, inform such Other Contracting Authority of the existence of this Framework and the Other Contracting Authority's ability to award Call Off Contracts for Goods and/or Services pursuant to this Framework Agreement.

5. CALL OFF PROCEDURE

- 5.1 If the Authority or any Other Contracting Authority decides to source any of the Goods and/or Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Contracts for the Goods and/or Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).
- 5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

6. ASSISTANCE IN RELATED PROCUREMENTS

- 6.1 Where a Relevant Supplier is bidding to provide New Goods and/or Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Goods and/or Services to a Contracting Authority, the Supplier shall promptly provide the relevant Contracting Authority and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Authority and/or the Relevant Supplier, as appropriate, to:
- 6.1.1 carry out appropriate due diligence with respect to the provision of the New Goods and/or Services;
 - 6.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Goods and/or Services and the New Goods and/or Services;
 - 6.1.3 make a proper assessment as to the risk related to the New Goods and/or Services.
- 6.2 When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants 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 its duly authorised representative;
- 7.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
- 7.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general

application (regardless of whether enforcement is sought in a proceeding in equity or law).

7.2 The Supplier represents and warrants that:

- 7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 7.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
- 7.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
- 7.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
- 7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
- 7.2.6 if the Charges payable under this Framework Agreement exceed or are likely to exceed five (5) million pounds, as at the Framework Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non-Compliance;
- 7.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
- 7.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority and/or Other Contracting Authorities.
- 7.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
- 7.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 7.2.11 for the duration of this Framework Agreement and any Call-Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Contracts, the Supplier shall not employ or offer employment to any staff of the Authority or the staff of any Contracting Authority who has been associated with the procurement and/or

provision of the Goods and/or Services without Approval or the prior written consent of the relevant Contracting Authority which shall not be unreasonably withheld; and

- 7.2.12 in performing its obligations under this Framework Agreement and any Call Off Contract, the Supplier shall not (to the extent possible in the circumstances) discriminate between Contracting Authorities on the basis of their respective sizes.

7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.

7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

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

7.6 Each time that a Call Off Contract is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

8. GUARANTEE NOT USED

9. CYBER ESSENTIALS SCHEME CONDITION

9.1 Where the Authority has notified the Supplier that [the award of this Framework Agreement is conditional upon receipt of a valid Cyber Essentials Scheme Certificate or equivalent, then on or prior to the execution of the Framework Agreement as a condition for the award of this Framework Agreement, the Supplier must have delivered to the Authority evidence of the same.

9.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Framework Period or the contract period of any Call Off Contract the Supplier shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Scheme Certificate [on each anniversary of the first Cyber Essential Scheme certificate obtained by the Supplier under Clause 9.1.

9.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the [Framework Commencement Date] [commencement date of the first Call Off Contract] but before the end of the Framework Period or contract period of the last Call Off Contract, the Supplier shall deliver to the Authority evidence of:

9.3.1 a valid [Cyber Essentials Scheme Basic Certificate] [Cyber Essentials Scheme Plus Certificate] [Cyber Essential Scheme certificate equivalent] (before the Supplier Processes any such Cyber Essentials Scheme Data); and

9.3.2 renewal of a valid [Cyber Essentials Scheme Basic Certificate] [Cyber Essentials Scheme Plus Certificate] [Cyber Essential Scheme certificate equivalent] on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 9.3.1.

9.4 In the event that the Supplier fails to comply with Clauses 9.2 or 9.3 (as applicable), the Authority reserves the right to terminate this Framework Agreement for material Default.]

B. DURATION OF FRAMEWORK AGREEMENT

10. FRAMEWORK PERIOD

10.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law at the end of the Framework Period

C. FRAMEWORK AGREEMENT PERFORMANCE

11. FRAMEWORK AGREEMENT PERFORMANCE

11.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:

- 11.1.1 the requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);
- 11.1.2 the terms and conditions of the respective Call Off Contracts;
- 11.1.3 Good Industry Practice;
- 11.1.4 all applicable Standards; and
- 11.1.5 in compliance with all applicable Law.

11.2 The Supplier shall bring to the attention of the Authority any conflict between any of the requirements of Clause 11.1 and shall comply with the Authority's decision on the resolution of any such conflict.

12. PERFORMANCE INDICATORS

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

13. STANDARDS

13.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Contract, including any Standards set out in Part A of Framework Schedule 2 (Goods and/or Services and Performance Indicators).

13.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by a Contracting Authority under a Call Off Contract, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

13.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or a Contracting Authority's receipt under a Call Off Contract, of the Goods and/or Services is explained to the Authority and the Contracting Authority (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

13.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.

13.5 Where a standard, policy or document is referred to in Framework Schedule 2 (Goods and/or Services and Performance Indicators) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

14. NOT USED

15. CONTINUOUS IMPROVEMENT

15.1 The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Goods and/or Services and the manner in which it provides the Goods and/or Services as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).

16. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

16.1 The Supplier shall perform all its obligations under all Call Off Contracts:

16.1.1 in accordance with the requirements of this Framework Agreement;

16.1.2 in accordance with the terms and conditions of the respective Call Off Contracts.

16.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 16.1.1 and 16.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

D. FRAMEWORK AGREEMENT GOVERNANCE

17. FRAMEWORK AGREEMENT MANAGEMENT

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

18. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

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

18.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or

18.1.2 seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or

18.1.3 such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Call-Off Agreements entered into with Contracting Authorities, the Goods and/or Services provided pursuant to the Call-Off Agreements, and the amounts paid by each Contracting Authority under the Call-Off Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

18.2 The Supplier shall keep the records and accounts referred to in Clause 18.1 in accordance with Good Industry Practice and Law.

18.3 The Supplier shall provide the Authority with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier's management team or by the Supplier's external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.

18.4 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:

18.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;

18.4.2 all related invoices are completely and accurately included in the MI Reports;

18.4.3 all Charges to Contracting Authorities comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and

- 18.4.4 an additional sample of ten (10) public sector orders identified from the Supplier's order processing and invoicing systems as orders not placed under this Framework Agreement 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.
- 18.5 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.
- 18.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 18.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Framework Agreement, including in order to:
- 18.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under a Call Off Contract (including proposed or actual variations to them in accordance with this Framework Agreement);
 - 18.6.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - 18.6.3 verify the Open Book Data;
 - 18.6.4 verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - 18.6.5 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 18.6.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or their ability to perform the Services;
 - 18.6.7 obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 18.6.8 review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
 - 18.6.9 carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 18.6.10 enable the National Audit Office to carry out an 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;
 - 18.6.11 verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
 - 18.6.12 review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - 18.6.13 review the integrity, confidentiality and security of the Authority Personal Data; and/or
 - 18.6.14 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Supplier's practice is consistent with the

Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.

- 18.7 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services pursuant to the Call Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority.
- 18.8 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
- 18.8.1 all information within the scope of the Audit requested by the Auditor;
 - 18.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods and/or Services; and
 - 18.8.3 access to the Supplier Personnel.
- 18.9 If an Audit reveals that the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any one Contract Year or year of any Call Off Contracts then, without prejudice to the Authority's other rights under this Framework Agreement, the Supplier shall reimburse the Authority its reasonable costs incurred in relation to the Audit.
- 18.10 If an Audit reveals that:
- 18.10.1 that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due during any Contract Year of this Framework Agreement and any Call Off Contract; and/or
 - 18.10.2 a material Default has been committed by the Supplier;
- then the Authority shall be entitled to terminate this Framework Agreement.
- 18.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, save as specified in Clause 18.9.

19. CHANGE

19.1 Variation Procedure

- 19.1.1 Subject to the provisions of this Clause 19 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".
- 19.1.2 The Authority may request a Variation by completing, signing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.
- 19.1.3 The Supplier shall respond to the Authority's request pursuant to Clause 19.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.
- 19.1.4 In the event that:
 - (a) the Supplier is unable to agree to or provide the Variation; and/or

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

19.2 Legislative Change

- 19.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase the Framework Prices as the result of:
- (a) a General Change in Law; or
 - (b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.
- 19.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 19.2.1(b)), the Supplier shall:
- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Framework Prices or this Framework Agreement; and
 - (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking), has been taken into account in amending the Framework Prices.
- 19.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 19.2.1(b)) shall be implemented in accordance with Clause 19.1(Variation Procedure).

E. MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS

20. MANAGEMENT CHARGE

- 20.1 In consideration of the establishment and award of this Framework Agreement and the management and administration by the Authority of the same, the Supplier agrees to pay to the Authority the Management Charge in accordance with this Clause 20.
- 20.2 The Authority shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 9 (Management Information), and adjusted:
- 20.2.1 in accordance with paragraphs 5.4 to 5.7 of Framework Schedule 9 (Management Information) to take into account of any Admin Fee(s) that may have accrued in respect of the late provision of Management Information; and

20.2.2 in accordance with paragraph 6 of Framework Schedule 9 (Management Information) to take into account of any underpayment or overpayment as a result of the application of the Default Management Charge.

20.3 Unless otherwise agreed in writing, the Supplier shall pay by BACS (or by such other means as the Authority may from time to time reasonably require)) the amount stated in any invoice submitted under Clause 20.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by the Authority to the Supplier) within thirty (30) calendar days of the date of issue of the invoice.

20.4 The Management Charge shall apply to the full Charges as specified in each and every Call Off Contract and shall not be varied as a result of any discount or any reduction in the Charges due to the application of any Service Credits (as defined in Annex 2 of Framework Schedule 4 (Template Order Form and Template Call Off terms) and/or any other deductions made under any Call Off Contract.

20.5 The Supplier shall not pass through or recharge to, or otherwise recover from any Contracting Authority the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.

20.6 Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

21. PROMOTING TAX COMPLIANCE

21.1 This Clause 21 shall apply if the Charges payable under this Framework Agreement are or are likely to exceed five (5) million pounds during the Framework Period.

21.2 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

21.2.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

21.2.2 promptly provide to the Authority:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

21.3 In the event that the Supplier fails to comply with this Clause 21 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Framework Agreement for material Default.

22. BENCHMARKING

22.1 The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Goods and/or Services.

23. FINANCIAL DISTRESS

23.1 The Parties shall comply with the provisions of Framework Schedule 16 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

24. NOT USED

25. SUPPLY CHAIN RIGHTS AND PROTECTION

25.1 Appointment of Sub-Contractors

- 25.1.1 The Authority has consented to the engagement of the Sub-Contractors listed in Framework Schedule 7 (Sub-Contractors).
- 25.1.2 Where during the Framework Period the Supplier wishes to enter into a new Sub-Contract or replace a Sub-Contractor, it must obtain the prior written consent of the Authority and the Contracting Authority with whom it has entered into a Call Off Contract and shall at the time of requesting such consent, provide the Authority with the information detailed in Clause 25.1.3. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. The Authority and/or the Contracting Authority may reasonably withhold their consent to the appointment of a Sub-Contractor if either of them considers that:
- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
 - (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Sub-Contractor employs unfit persons.
- 25.1.3 The Supplier shall provide the Authority and the Contracting Authority with whom the Supplier has entered into a Call Off Contract with the following information in respect of the proposed Sub-Contractor:
- (a) the proposed Sub-Contractor's name, registered office and company registration number;
 - (b) the scope/description of any Goods and/or Services to be provided by the proposed Sub-Contractor;
 - (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-Contract has been agreed on "arm's-length" terms;
 - (d) Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
 - (e) Credit Rating Threshold (as defined in Framework Schedule 16 (Financial Distress)) of the Sub-Contractor.
- 25.1.4 If requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Contract, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 25.1.3, the Supplier shall also provide:
- (a) a copy of the proposed Sub-Contract; and
 - (b) any further information reasonably requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Contract.
- 25.1.5 The Supplier shall ensure that each new or replacement Sub-Contract shall include:
- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
 - (b) a right under CRTPA for the Authority to enforce any provisions under the Sub-Contract which confer a benefit upon the Authority;

- (c) a provision enabling the Authority to enforce the Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the Authority;
- (e) obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
 - (i) the data protection requirements set out in Clause 27.5 (Protection of Personal Data);
 - (ii) the FOIA requirements set out in Clause 27.4 (Freedom of Information);
 - (iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 28 (Publicity and Branding);
 - (iv) the keeping of records in respect of the goods and/or services being provided under the Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 18 (Records, Audit Access and Open Book Data);
- (f) provisions enabling the Supplier to terminate the Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 33 (Authority Termination Rights) and 35 (Consequences of Expiry or Termination) of this Framework Agreement;
- (g) a provision restricting the ability of the Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Authority;

25.2 Supply Chain Protection

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

- (a) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) above; and
- (d) conferring a right to the Authority and any Contracting Authority with whom the Supplier has entered a Call Off Contract to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

25.2.2 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the Supplier under this Framework Agreement in respect of the Cyber Essentials Scheme under Clause 9.

25.2.3 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

25.2.4 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

25.2.5 Notwithstanding any provision of Clauses 27.2 (Confidentiality) and 28 (Publicity and Branding) if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

25.3 **Termination of Sub-Contracts**

25.3.1 The Authority may require the Supplier to terminate:

- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 33 (Authority Termination Rights) except Clause 33.6 (Termination Without Cause); and/or
 - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or
- (b) a Sub-Contract where there is a Change of Control of the relevant Sub-contractor, unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

25.3.2 Where the Authority requires the Supplier to terminate a Sub-Contract or a Sub-Contract pursuant to Clause 25.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Goods and/or Services.

25.4 **Competitive Terms**

25.4.1 If the Authority is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Goods and/or Services, then the Authority may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
- (b) subject to Clause 25.3 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

25.4.2 If the Authority exercises either option pursuant to Clause 25.4.1, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 19.1 (Variation Procedure).

25.4.3 The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
- (b) any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

25.5 Retention of Legal Obligations

25.5.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 25, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. INTELLECTUAL PROPERTY AND INFORMATION

26. INTELLECTUAL PROPERTY RIGHTS

26.1 Allocation of title to IPR

26.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

26.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 26.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

26.1.3 Subject to Clauses 26.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

26.1.4 Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Authority's logo exclusively in connection with the provision of the Goods and/or Services during the Framework Period and for no other purpose.

26.2 IPR Indemnity

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

26.2.2 The Supplier shall, during and after the Framework Period, on written demand, indemnify the Authority against all Losses incurred by, awarded against, or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

26.2.3 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 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 Goods and/or Services;
 - (iii) there is no additional cost to the Authority; and
 - (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Goods and/or Services.
- 26.2.4 If the Supplier elects to procure a licence in accordance with Clause 26.2.3(a) or to modify or replace an item pursuant to Clause 26.2.3(b), but this has not avoided or resolved the IPR Claim, then:
- (a) the Authority may terminate this Framework Agreement by written notice with immediate effect; and
 - (b) without prejudice to the indemnity set out in Clause 26.2.2, 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 items.

27. PROVISION AND PROTECTION OF INFORMATION

27.1 Provision of Management Information

- 27.1.1 The Supplier shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).
- 27.1.2 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
 - (a) use and to share with any Other Contracting Authority and Relevant Person; and/or
 - (b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Authority for the Authority's normal operational activities including but not limited to administering this Framework Agreement and/or all Call Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 27.1.3 The Authority shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.
- 27.1.4 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 27.1.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.

27.2 Confidentiality

- 27.2.1 For the purposes of this Clause 27.2, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 27.2.2 Except to the extent set out in this Clause 27.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 27.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 27.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 27.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 27.2.5 Subject to Clauses 27.2.2 and 27.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:
- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
 - (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
- 27.2.6 Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 27.2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

- 27.2.7 The Authority may disclose the Confidential Information of the Supplier:
- (a) to any Central Government Body or Other Contracting Authority on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Authorities;
 - (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 27.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
 - (f) to a proposed transferee, assignee or novatee of, or successor in title to the Authority,
 - (g) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 27.2.7.
- 27.2.8 For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 27.2.7 shall include information relating to Call Off Contracts, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Contract) and the terms of any Call Off Contract may be shared with any Central Government Body or Other Contracting Authority from time to time.
- 27.2.9 Nothing in this Clause 27.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 27.2.10 In the event that the Supplier fails to comply with Clauses 27.2.2 to 27.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

27.3 Transparency

- 27.3.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 27.3.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in

accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.

- 27.3.3 The Supplier acknowledges and agrees that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative (including its successors). Such details will not be redacted.
- 27.3.4 By executing this Framework Agreement, the Supplier confirms that it has obtained the Supplier Representative's consent and shall, prior to the appointment of any successor Supplier Representative obtain the successor's consent, permitting the publication of their name and contact details under this Clause 27.3 or otherwise, the Supplier shall take all necessary steps to ensure that publication will not cause the Authority, a Contracting Authority or the Supplier to breach the Data Protection Act 1998.
- 27.3.5 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

27.4 Freedom of Information

- 27.4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
 - (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier's possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 27.4.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

27.5 Protection of Personal Data

- 27.5.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Framework Agreement, the Parties acknowledge that the Authority is the Data Controller and that the Supplier is the Data Processor.
- 27.5.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Framework Agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement);
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under this Clause 27.5.2 and Clause 27.2 (Confidentiality);
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Framework Agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the Authority within five (5) Working Days if it receives:
 - (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to at Clause 27.5.2(e), including by promptly providing:
 - (i) the Authority with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the Authority, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 27.5.2 and provide to the Authority copies of all

documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

27.5.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “**Restricted Countries**”). If, after the Framework Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a variation to the Authority which, if it is agreed by the Authority, shall be dealt with in accordance with Clause 19.1 (Variation Procedure) and Clauses 27.5.3(b) to 27.5.3(d);
- (b) the Supplier shall set out in its proposal to the Authority for a Variation, details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with the DPA;
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework Agreement or a separate data processing agreement between the Parties; and
 - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Authority on such terms as may be required by the Authority; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Supplier relating to the relevant Personal Data transfer,

and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data.

- 27.5.4 The Supplier shall use its reasonable endeavours to assist the Authority to comply with any obligations under the DPA and shall not perform its obligations under this Framework Agreement in such a way as to cause the Authority to breach any of the Authority's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

28. PUBLICITY AND BRANDING

28.1 Subject to Clause 29 (Marketing), the Supplier shall not:

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

- 28.1.2 use the Authority's name or brand in any promotion or marketing or announcement of Orders,

without Approval (the decision of the Authority to Approve or not shall not be unreasonably withheld or delayed).

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

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

29. MARKETING

29.1 The Supplier shall undertake marketing of this Framework Agreement and the Goods and/or Services on behalf of the Authority to Other Contracting Authorities in accordance with the provisions of Framework Schedule 11 (Marketing).

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

H. LIABILITY AND INSURANCE

30. LIABILITY

30.1 Neither Party excludes or limits its liability for:

- 30.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

- 30.1.2 bribery or Fraud by it or its employees; or

- 30.1.3 any liability to the extent it cannot be excluded or limited by Law.

30.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clause 26.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

30.3 Subject to Clauses 30.1 and 30.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or Authority Cause (as the case may be) shall in no event exceed:

- 30.3.1 in relation to any Default or Authority Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, the higher of fifty thousand pounds (£50,000)
 - 30.3.2 in relation to any Default or Authority Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, the higher of the sum of fifty thousand pounds (£50,000) in each such Contract Year and
 - 30.3.3 in relation to any Default or Authority Cause occurring in each Contract Year that commences after the end of the Framework Period, the higher of fifty thousand pounds (£50,000) in each such Contract Year payable by the Supplier under this Framework Agreement in the last Contract Year commencing during the Framework Period;
- 30.4 Subject to Clause 30.1, neither Party shall be liable to the other Party for any:
- 30.4.1 indirect, special or consequential Loss;
 - 30.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 30.5 Subject to Clause 30.3, and notwithstanding Clause 30.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:
- 30.5.1 any Management Charge or Default Management Charge which are due and payable to the Authority;
 - 30.5.2 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 30.5.3 any wasted expenditure or charges;
 - 30.5.4 the additional cost of procuring Replacement Goods and/or Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Framework Agreement;
 - 30.5.5 any compensation or interest paid to a third party by the Authority;
 - 30.5.6 any fine, penalty or costs incurred by the Authority pursuant to Law.
- 30.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 30.7 Any Default Management Charge shall not be taken into consideration when calculating the Supplier's liability under Clause 30.3.
- 30.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 30 shall not limit the Supplier's liability to a Contracting Authority under any Call Off Contract and the Supplier's liability under a Call Off Contract shall be as provided for in that Call Off Contract only.

31. INSURANCE

- 31.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and shall procure that Subcontractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Schedule 14 (Insurance Requirements).
- 31.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Call Off Contracts.

I. REMEDIES

32. AUTHORITY REMEDIES

32.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 33.1 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

- 32.1.1 The Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, an Improvement Plan within ten (10) Working Days of a written request by the Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
- 32.1.2 The Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings.
- 32.1.3 The Authority shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.
- 32.1.4 In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:
 - (a) fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
 - (b) fails to implement an Improvement Plan Approved by the Authority;then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Authority shall be entitled to terminate this Framework Agreement for material Default.

J. TERMINATION AND SUSPENSION

33. AUTHORITY TERMINATION RIGHTS

33.1 Termination on Material Default

- 33.1.1 The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:
 - (a) the Supplier fails to accept a Call Off Contract pursuant to paragraph 15.2 of Framework Schedule 5 (Call Off Procedure);
 - (b) a Contracting Authority terminates a Call Off Contract for the Supplier's breach of that Call Off Contract;
 - (c) an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
 - (d) the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
 - (e) in the event of two or more failures by the Supplier to meet the KPI Targets whether the failures relate to the same or different KPI targets, in any rolling period of three (3) months;

- (f) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 9.4 (Cyber Essentials Scheme Condition)
 - (ii) Clause 19.1.4(c)(ii) (Variation Procedure);
 - (iii) Clause 32.1.4 (Authority Remedies);
 - (iv) Clause 27.2.10 (Confidentiality);
 - (v) Clause 40.6.2 (Prevention of Fraud and Bribery);
 - (vi) Clause 36.1.2 (Compliance with the Law);
 - (vii) Clause 41.3 (Conflicts of Interest);
 - (viii) paragraph 6.2 of Framework Schedule 9 (Management Information); and/or
 - (ix) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
- (g) the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
 - (i) Clause 7 (Representations and Warranties) except Clause 7.2.6;
 - (ii) Clause 11 (Framework Agreement Performance);
 - (iii) Clause 18 (Records, Audit Access and Open Book Data);
 - (iv) Clause 20 (Management Charge);
 - (v) Clause 21 (Promoting Tax Compliance);
 - (vi) Clause 25 (Supply Chain Rights and Protection);
 - (vii) Clause 27.1 (Provision of Management Information);
 - (viii) Clause 27.4 (Freedom of Information);
 - (ix) Clause 27.5 (Protection of Personal Data);
 - (x) paragraph 1.2 of Part B of Framework Schedule 2 (Goods and/or Services and Performance Indicators); and/or
 - (xi) paragraph 4 of Framework Schedule 16 (Financial Distress)
- (h) the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;
- (i) the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or
- (j) the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

33.2 **Not Used**

33.3 **Termination on Insolvency**

- 33.3.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

33.4 Termination on Change of Control

- 33.4.1 The Supplier shall notify the Authority immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

- 33.4.2 The Supplier shall ensure that any notification made pursuant to Clause 33.4.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

- 33.4.3 The Authority may terminate this Framework Agreement under Clause 33.4 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

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

33.5 Termination for breach of Regulations

- 33.5.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

33.6 Termination Without Cause

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

33.7 Partial Termination

- 33.7.1 Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 33.7 provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

- 33.7.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 19.1 (Variation Procedure) including the effect that the partial termination may have on the on the provision of any other Goods and/or Services and the Framework Prices provided that:

- (a) the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Authority's termination rights under Clause 33 (Authority Termination Rights) with the exception of Clause 33.6 (Termination Without Cause); and
- (b) the Supplier shall not be entitled to reject the variation.

34. SUSPENSION OF SUPPLIER'S APPOINTMENT

- 34.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 33 (Authority Termination Rights), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Contract during the period specified in the Authority's notice.
- 34.2 Any suspension under Clause 34.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.
- 34.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Contracts concluded prior to the suspension notice.
- 34.4 If the Authority provides notice to the Supplier in accordance with this Clause 34.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.
- 34.5 For the avoidance of doubt, no period of suspension under this Clause 34 shall result in an extension of the Framework Period.

35. CONSEQUENCES OF EXPIRY OR TERMINATION

- 35.1 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 35.
- 35.2 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 the provisions of the Call Off Contract and the Supplier shall continue to pay any Management Charge due to the Authority in relation to such Call Off Contracts, notwithstanding the termination or expiry of this Framework Agreement.
- 35.3 If the Authority terminates this Framework Agreement under Clause 33.1 (Termination on Material Default) and then makes other arrangements for the supply of the Goods and/or Services to Contracting Authorities, the Supplier shall indemnify the Authority in full upon demand for the cost of procuring, implementing and operating any alternative or replacement goods and/or services to the Goods and/or Services and no further payments shall be payable by the Authority until the Authority has established and recovered from the Supplier the full amount of such cost.
- 35.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any and all of the Authority's Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, 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 to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Authority and is reasonably necessary for such compliance).
- 35.5 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.
- 35.6 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
- 35.6.1 Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 9 (Cyber Essentials Scheme Condition), 11 (Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 20 (Management Charge), 23 (Financial Distress), 26 (Intellectual Property)

Rights), 27.1 (Provision of Management Information), 27.2 (Confidentiality), 27.3 (Transparency), 27.4 (Freedom of Information), 27.5 (Protection of Personal Data), 30 (Liability), 31 (Insurance), 35 (Consequences of Expiry or Termination), 36 (Compliance), 38 (Waiver and Cumulative Remedies), 40 (Prevention of Fraud and Bribery), 42 (Severance), 44 (Entire Agreement), 45 (Third Party Rights), 46 (Notices), 47 (Complaints Handling), 48 (Dispute Resolution) and 49 (Governing Law and Jurisdiction); and

- 35.6.2 Framework Schedules 2 (Goods and/or Services and Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Sub-Contractors), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking), 14 (Insurance Requirements), 16 (Financial Distress), 17 (Commercially Sensitive Information) and 21 (Tender).

K. MISCELLANEOUS AND GOVERNING LAW

36. COMPLIANCE

36.1 Compliance with Law

- 36.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
- 36.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 36.1.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

36.2 Equality and Diversity

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

36.3 Official Secrets Act and Finance Act

- 36.3.1 The Supplier shall comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

37. ASSIGNMENT AND NOVATION

- 37.1 The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.

37.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:

- 37.2.1 any Other Contracting Authority; or
- 37.2.2 any Central Government Body or 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 Authority; or
- 37.2.3 any private sector body which substantially performs the functions of the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 37.2.

37.3 A change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 37.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

37.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Authority or if a body which is not a Contracting Authority succeeds the Authority (both "**Transferee**" in the rest of this Clause) the right of termination of the Authority in Clause 33.3 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 33.3 (Termination on Insolvency)) and to Supplier or the Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

38. WAIVER AND CUMULATIVE REMEDIES

38.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 46 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

38.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

39. RELATIONSHIP OF THE PARTIES

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

40. PREVENTION OF FRAUD AND BRIBERY

40.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:

- 40.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 40.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

40.2 The Supplier shall not during the Framework Period:

- 40.2.1 commit a Prohibited Act; and/or
 - 40.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 40.3 The Supplier shall during the Framework Period:
- 40.3.1 establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 40.3.2 require that its Sub-Contractors establish, maintain and enforce the policies and procedures referred to in Clause 40.3.1;
 - 40.3.3 keep appropriate records of its compliance with its obligations under Clause 40.3.1 and make such records available to the Authority on request;
 - 40.3.4 if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 40.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Goods and/or Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and
 - 40.3.5 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 40.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clauses 40.1, 40.2 and 40.3.2, or has reason to believe that it has or any of the Supplier Personnel has:
- 40.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 40.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 40.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 40.5 If the Supplier makes a notification to the Authority pursuant to Clause 40.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 18 (Records, Audit Access and Open Book Data).
- 40.6 If the Supplier breaches Clause 40.1, the Authority may by notice:
- 40.6.1 require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 40.6.2 immediately terminate this Framework Agreement for material Default.
- 40.7 Any notice served by the Authority under Clause 40.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

41. CONFLICTS OF INTEREST

- 41.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority and Other Contracting Authorities under the provisions of this Framework Agreement or any Call Off Contract.
- 41.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Authority if such conflict referred to in Clause 41.1 arises or may reasonably be foreseen as arising.
- 41.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Contract. The action of the Authority pursuant to this Clause 41.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

42. SEVERANCE

- 42.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.
- 42.2 In the event that any deemed deletion under Clause 42.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
- 42.3 If the Parties are unable to resolve any Dispute arising under this Clause 42 within twenty (20) Working Days of the date of the notice given pursuant to Clause 42.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 42.3.

43. FURTHER ASSURANCES

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

44. ENTIRE AGREEMENT

- 44.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 44.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.
- 44.3 Nothing in this Clause 44 shall exclude any liability in respect of misrepresentations made fraudulently.

45. THIRD PARTY RIGHTS

45.1 The provisions of:

- 45.1.1 Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties), 16 (Call Off Performance Under Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 27.5 (Protection of Personal Data), 31 (Insurance), 36.2 (Equality and Diversity) and 45 (Third Party Rights); and
- 45.1.2 Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call Off Procedure), 14 (Insurance Requirements and 21 (Tender),

(together “**Third Party Provisions**”) confer benefits on persons named in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

45.2 Subject to Clause 45.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

45.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as the Authority may determine.

45.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 45.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

45.5 The Authority may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

46. NOTICES

46.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 46, an e-mail is accepted as being "in writing".

46.2 Subject to Clause 46.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clause 46.3)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

	or on the next Working Day (if after 5.00pm)	
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46.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 46.2 within twenty four (24) hours of transmission of the email:

- 46.3.1 any Termination Notice under Clause 33 (Authority Termination Rights), including in respect of partial termination;
- 46.3.2 any notice in respect of:
 - (a) Suspension of Supplier's appointment (Clause 34)
 - (b) Waiver (Clause 38);
 - (c) Default or Authority Cause; and
- 46.3.3 any Dispute Notice.

46.4 Failure to send any original notice in accordance with Clause 46.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 46.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

46.5 This Clause 46 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 18 (Dispute Resolution Procedure)).

46.6 For the purposes of this Clause 46, the address of each Party shall be:

46.6.1 For the Authority:

**Crown Commercial Service
9th Floor
The Capital
Old Hall Street
Liverpool
L3 9PP**

For the attention of: Framework Manager

46.6.2 **For the Supplier:**

LM Tietopalvelut Oy/ LM Information Delivery

Address: Teollisuuskatu 21, 00044 LM INFO, Finland

For the attention of: REDACTED

46.7 Either Party may change its address for service by serving a notice in accordance with this Clause 46.

46.8 This Clause 46 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure)

47. COMPLAINTS HANDLING

47.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Authorities, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier

is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.

47.2 Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/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 and/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.

47.3 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 achieve its resolution.

48. DISPUTE RESOLUTION

48.1 The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure.

48.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.

49. GOVERNING LAW AND JURISDICTION

49.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

49.2 Subject to Clause 48 (Dispute Resolution) and Framework Schedule 18 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

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

Signed duly authorised for and on behalf of the SUPPLIER

Signature:

Name:

Position:

Date

[Guidance Note: this document should be signed by the same supplier entity that submitted the Tender.]

Signed for and on behalf of the AUTHORITY

Signature:

Name:

Position:

Date

FRAMEWORK SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its Recitals the following expressions shall have the following meanings:

"Admin Fees"	means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority at the following link: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Approval"	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause 18 (Records, Audit Access and Open Book Data);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means the Authority, and/or Other Contracting Authority who is a party to a Call Off Contract, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
"Authority"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"Authority Cause"	means any breach of the obligations of the Authority (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Authority in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Authority is liable to the Supplier;
"Authority Personal Data"	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier;
"Authority Representative"	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
"Authority's Confidential Information"	means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Authority and/or Other Contracting Authorities, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"Branding Guidance"	means the Authority's guidance in relation to the use of branding available at http://gcloud.civilservice.gov.uk/files/2012/10/supplier-guides-April-2012.pdf

"Call Off Contract"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
"Call Off Procedure"	means the process for awarding a Call Off Contract pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
"CEDR"	means the Centre for Effective Dispute Resolution;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
"Change of Control"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	means the charges raised under or in connection with a Call Off Contract from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call Off Contract, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Claim"	means a declaration by a Contracting Authority for non received items.
"Commercially Sensitive Information"	means the Supplier's Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information: a) relating to the Supplier, its IPR or its business or information 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; and b) that constitutes a trade secret;
"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"Complaint"	means any formal written complaint raised by a Contracting Authority in relation to the performance of this Framework

	Agreement or any Call Off Contract in accordance with Clause 47 (Complaints Handling);
" Confidential Information "	means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
" Continuous Improvement Plan "	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
" Contract Year "	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
" Contracting Authorities "	means the bodies listed in the OJEU Notice and " Contracting Authority " shall be construed accordingly;
" Control "	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
" CPI "	means the Consumer Prices Index as published by the Office of National Statistics (http://www.statistics.gov.uk/instantfigures.asp);
" Costs "	<p>means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Contracting Authorities under any Call Off Contracts; b) costs incurred in respect of those Supplier Assets which are detailed on the Registers ("Supplier Assets" and "Register" shall have the meaning given to them under Call Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authorities or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost

	<p>actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;</p> <p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead; ii) financing or similar costs; iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Contracts whether in relation to Supplier Assets or otherwise; iv) taxation; v) fines and penalties; vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"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;
"Crown Body"	means any department, office or executive agency of the Crown;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Cyber Essentials Scheme"	<p>means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials Scheme can be found here:</p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;</p>
"Cyber Essentials Scheme Basic Certificate"	means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Scheme Data"	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
"Data Controller"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Processor"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;

"Data Protection Legislation"	means the Data Protection Act 1998, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Data Subject"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority;
"Default Management Charge"	has the meaning given to it in paragraph 6.2 of Framework Schedule 9 (Management Information);
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call Off Contracts for Goods and/or Services set out in Part A of Framework Schedule 6 (Award Criteria);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the procedure for variations in Clause 16.1 (Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Framework Schedule 18 (Dispute Resolution);
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"DPA"	means the Data Protection Act 1998 as amended from time to time;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Authority prior to the Framework Commencement Date;
"Electronic"	means a digital Journal

"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Equivalent Goods and/or Services"	means goods and/or services which the Supplier can supply which are the same or similar to the Goods and/or Services;
"Estimated Year 1 Management Charge"	means the sum of £27,000 in pounds estimated by the Authority to be payable to it by the Supplier as the total aggregate Management Charge from the Framework Commencement Date until the end of the first Contract Year;
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Framework"	means the framework arrangements established by the Authority for the provision of the Goods and/or Services to Contracting Authorities by suppliers (including the Supplier) pursuant to the OJEU Notice;
"Framework Agreement"	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
"Framework Commencement Date"	means 06/10/2016
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedules"	means the schedules to this Framework Agreement;
"Framework Suppliers"	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and

	ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods"	means the goods described in Framework Schedule 2 (Goods and/or Services and Performance Indicators) which the Supplier shall make available to Contracting Authorities;
"Goods and/or Services Requirements"	means the requirements of the Authority or any other Contracting Authority (as appropriate) for the Goods and/or Services from time to time;
"Government"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Holding Company"	has the meaning given to it in section 1159 of the Companies Act 2006;
"Improvement Plan"	means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 32.1.1 (Authority Remedies);
"Improvement Notice"	means the notice issued by the Authority to the Supplier pursuant to Clause 32.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Goods and/or Services;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
"Insolvency Event"	<p>means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an

	<p>administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the Supplier or Framework Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Intellectual Property Rights" or "IPR"	<p>means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invitation to Tender" or "ITT"	has the meaning given to it in Recital C to this Framework Agreement;
" Sub-Contract"	means each Sub-Contract with a Sub-Contractor;
" Sub-Contractor"	means any Sub-Contractor which is listed in Framework Schedule 7 (Sub-Contractors), that in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Framework Agreement;
" Performance Indicators" or "KPIs"	means the performance measurements and targets set out in Part B of Framework Schedule 2 (Goods and/or Services and Performance Indicators);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
"KPI Target"	means the acceptable performance level for a KPI as set out in relation to each KPI;

"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Legacy Goods and/or Services"	means goods and/or services similar to the New Goods and/or Services and/or goods and/or services which interface with or are intended to interface with or be replaced by the New Goods and/or Services;
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Management Charge"	means the sum payable by the Supplier to the Authority being an amount equal to 1 per cent (1%) of all Charges for the Goods and/or Services invoiced to the Contracting Authorities by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Contracts entered pursuant to this Framework Agreement;
"Management Information" or "MI"	means the management information specified in Framework Schedule 9 (Management Information);
"MI Default"	has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 9 (Management Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority;
"Ministry of Justice Code"	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time;
"MISO"	means 'Management Information System Online'. An online portal located at https://miso.buyingsolutions.gov.uk provided by the Authority for collection and receipt of Management Information;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;

"New Goods and/or Services"	means goods and/or services which a Contracting Authority wishes to procure from a third party which are the same or similar to the Goods and/or Services;
"Nil Return"	has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
"Occasion of Tax Non –Compliance"	<p>means where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;
"OJEU Notice"	has the meaning given to it in Recital A to this Framework Agreement;
"Online Tool"	a search, order, manage and monitor system for Journal Subscriptions (Print and Electronic)
"Open Book Data"	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Period and term of any Call Off Contracts, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all goods and/or services; b) operating expenditure relating to the provision of the Goods and/or Services including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in goods and services; ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and

	<ul style="list-style-type: none"> c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; e) the Supplier Profit achieved over the Framework Period and term of any Call Off Contracts and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period under any Call Off Contracts;
"Order"	means an order for the provision of the Goods and/or Services placed by a Contracting Authority with the Supplier under a Call Off Contract;
"Other Contracting Authorities"	means all Contracting Authorities except the Authority and " Other Contracting Authority " shall be construed accordingly;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Party"	means the Authority or the Supplier and " Parties " shall mean both of them;
"Personal Data"	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
"Print"	means a hardcopy of the Journal
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and " Process " and " Processed " shall be interpreted accordingly;
"Prohibited Act"	<p>means any of the following:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority and/or the 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

	<p>reward for improper performance of a relevant function or activity in connection with this Agreement; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation creating offences concerning Fraud; or</p> <p>iii) at common law concerning Fraud; or</p> <p>iv) committing (or attempting or conspiring to commit) Fraud;</p>
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
"Relevant Person"	means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Authority or other public body;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Supplier"	means a third party bidding to provide New Goods and/or Services;
"Replacement Goods and/or Services"	means any goods and/or services which are substantially similar to any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement;
"Replacement Supplier"	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Authority from time to time;
"Reporting Date"	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
"Requests for Information"	means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
"Restricted Countries"	shall have the meaning given to it in Clause 27.5.3 (Protection of Personal Data);
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause 18 (Records, Audit Access and Open Book Data);
"Service Period"	has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call Off Terms) as refined by a Contracting Authority in a Call Off Contract between that Contracting Authority and the Supplier;

"Services"	means the services described in Framework Schedule 2 (Goods and/or Services and Performance Indicators) which the Supplier shall make available to Contracting Authorities;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"Standards"	means: <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Performance Indicators); c) any relevant Government codes of practice and guidance applicable from time to time.
"Statement of Requirements"	means a statement issued by the Authority or any Other Contracting Authority detailing its Goods and/or Services Requirements issued in accordance with the Call Off Procedure;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than this Framework or a Call Off Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Goods and/or Services (or any part of them); (b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);
"Sub-Contractor"	means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;
"Supplier"	means the person, firm or company stated in the preamble to this Framework Agreement;
"Supplier Action Plan"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Personnel"	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Contracts;
"Supplier Profit"	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call Off Schedule 1 (Definitions)) and total Costs (in nominal cash flow terms) in respect of any Call Off Contracts for the relevant period;

"Supplier Profit Margin"	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Contracts and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
"Supplier's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Template Call Off Terms"	means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Template Order Form"	means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Tender"	means the tender submitted by the Supplier to the Authority on a copy of which is set out in Framework Schedule 21 (Tender);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
"Transparency Principles"	means the principles set out at https://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public (and as may be amended from time to time) detailing the requirement for the proactive release of information under the Government's transparency commitment to publish contract information;
"Transparency Reports"	means the information relating to the Services and performance of this Framework Agreement which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Framework Schedule 22;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive;
"User"	means a Contracting Authority's employee who is eligible to use the Journal Subscription Services;
"Variation"	has the meaning given to it in Clause 19.1.1 (Variation Procedure);
"Variation Form"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 19 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause 19.1 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2: GOODS AND SERVICES AND PERFORMANCE INDICATORS

PART A – GOODS AND SERVICES

1 INTRODUCTION

- 1.1 Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Journal Subscriptions (Print and Electronic). The Framework Agreement shall comprise of the following services; The Supply of Print Journals, Electronic Journals and a combination of Print and Electronic Journals, as detailed in paragraph 4 - Description of Services.
- 1.2 The purpose of this Framework Schedule 2 Part A: Goods and Services is to provide a description of the Goods and Services that the Supplier shall be required to deliver to Contracting Authorities under this Framework Agreement.
- 1.3 This Framework Agreement shall be available to public sector organisations to provide Journal Subscriptions throughout the United Kingdom. There shall be a requirement for the Goods and Services to be provided Overseas and Suppliers shall ensure that they can cover this factor where indicated.
- 1.4 The information published in section VI.3 of the OJEU Contract Notice provides a list of the UK Central Government Departments, their Agencies and Arm's Length Bodies and all other Contracting Authorities who will be eligible to access this Journal Subscriptions Framework Agreement.
- 1.5 The aim is to appoint a single Supplier (or a Group of Economic Operators with a lead contact), to provide Journal Subscriptions (Print and Electronic) across UK public sector authorities on a 'one stop shop' fully managed service basis.
- 1.6 The Framework is structured to offer Contracting Authorities flexibility and choice. It will be a matter of judgment for the Contracting Authority to decide which particular service(s) are most appropriate to meet their specific requirements and best deliver their business needs.
- 1.7 This Framework will be managed centrally by Authority and the Call Off Contracts will be managed by the Contracting Authority.
- 1.8 The duration of this Framework Agreement is 48 months, with no option to extend.
- 1.9 This procurement has been advertised by publishing a Contract Notice in the OJEU, advertising the Open Procedure under the Public Contracts Regulations 2015 (the "Regulations").

2 BACKGROUND

- 2.1 Government departments require journals to access research and information. The journals cover a vast range of titles and subjects, to be determined by the Contracting Authority. Journals are primarily used in department reference libraries, but also in other Government locations. In addition to the journal goods, the departments require a number of associated services (delivery, subscription management & customer services).

3 AIMS AND OBJECTIVES

- 3.1 The main aim of this procurement exercise is to replace the existing Contracts held by various government departments that are due to expire. This Framework Agreement will provide a contracting vehicle to the UK Government and Wider Public Sector for a period of up to 4 years to purchase and access Journals for business related insight, research and personal development purposes. It is a service that would be primarily used by the various department's Librarians but also by business areas within the corporate centre and those that provide front line services.
- 3.2 By aggregating the government's journal requirement it is anticipated that there will be increased leverage available to influence discounts. Similarly a key aim of the Framework is the provision of a single point of contact delivering a reduced administrative burden on Contracting Authorities.

4 DESCRIPTION OF SERVICES

- 4.1 Contracting Authorities will have a requirement for the provision of a range of journals in three different service offerings and two different formats, namely Print, Electronic or a combination of both (Print and Electronic).
- 4.2 All Contracting Authorities will be provided with access to an Online Portal to enable them to search, order, manage and monitor journals.
- 4.3 Detail of print and electronic journals currently used by Contracting Authorities is provided in Attachment 8 – Pricing Matrix, List of Titles tab, this list is indicative and additional journals shall be added if required.
- 4.4 The service shall be scalable to cope with future changes in journal requirements.

5 MANDATORY SERVICE REQUIREMENTS

This paragraph provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirement. ALL mandatory requirements (a to o) shall be required to commence from the implementation of the Call Off Contract with the Contracting Authority.

- a) **Online Portal Mandatory Requirements** – The Supplier shall provide an online portal together with maintenance of the said portal to the Contracting Authorities. Please refer to paragraph 6;
- b) **Access Mandatory Requirements** – The Supplier shall fully comply with all aspects of the access requirements. Please refer to paragraph 7;
- c) **Licences Mandatory Requirements** – The Supplier shall fully comply with all aspects of the licence requirements. Please refer to paragraph 8;
- d) **Ordering, Renewals, Cancellations and Delivery Mandatory Requirements** – The Supplier shall fulfil all aspects of the ordering, renewals, cancellation and delivery requirements. Please refer to paragraph 9;
- e) **Implementation, Training and Technical support Mandatory Requirements** – The Supplier shall provide an implementation strategy, training and technical support to the Contracting Authorities. Please refer to paragraph 10;

- f) **Fees, Payment and Invoicing Mandatory Requirements** – The Supplier shall fully comply with the range of purchasing, payments and invoicing processes for Contracting Authorities. Please refer to paragraph 11;
- g) **Management Information and Data Reporting Mandatory Requirements** – The Supplier shall have the capability and capacity to provide all of the Management Information and Data Reporting requirements as prescribed in Framework Schedule 9. Please refer to paragraph 12;
- h) **Claims Mandatory Requirements** - The Supplier shall fulfil all aspects of the claims requirements. Please refer to paragraph 13;
- i) **Complaint Procedure Mandatory Requirements** - The Supplier shall have in place a complaints procedure which fully satisfies the requirements. Please refer to paragraph 14.
- j) **Business Continuity and Disaster Recovery Mandatory Requirements** –The Supplier shall fully comply with all aspects of Business Continuity and Disaster Recovery requirements. Please refer to paragraph 15;
- k) **Transition and Exit Mandatory Requirements** - The Supplier shall fully comply with all aspects of the transition and exit requirements. Please refer to paragraph 16;
- l) **Contract Management Mandatory Requirements** - The Supplier shall fully comply with all aspects of the contract management requirements. Please refer to paragraph 17;
- m) **Confidentiality and Data Security Mandatory Requirements** - The Supplier shall fully comply with all aspects of the confidentiality and data security management requirements. Please refer to paragraph 18;
- n) **Continuous Improvement Mandatory Requirements** – The Supplier shall fully comply with all aspects of the continuous improvement requirements. Please refer to paragraph 19.
- o) **Sustainability Mandatory Requirements** - The Supplier shall fully comply with all aspects of the mandatory sustainability requirements. Please refer to paragraph 20.

6 ONLINE PORTAL - MANDATORY REQUIREMENTS

This paragraph describes the mandatory requirements of the Online Portal that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 6.1 The Supplier shall provide a comprehensive Online search, order, manage and monitor system 'online portal' from a secure platform which shall be accessible 24 hours per day and 365 days per year including weekends and bank holidays.
- 6.2 The Online Portal shall enable Contracting Authorities to search for all journals available for subscription, identify whether they are available as Print only, Print and Electronic or Electronic only and the costs of each format available.
- 6.3 The Online Portal shall enable Contracting Authorities to place orders, track orders in 'real time' and view Management Information regarding any subscriptions made, including but not limited to the following:
 - publisher
 - format of journal ordered (i.e. print and/or electronic)

- subscription period
 - price
 - licence details (i.e. user numbers)
 - claims
 - renewals
 - payment information
 - number of copies ordered (for print)
 - frequency of publication issued during the subscription period
 - order receipt
 - despatch confirmation
 - courier tracking reference where applicable
- 6.4** The Online Portal shall allow Contracting Authorities to download Management Information in a Microsoft Office format (e.g. Excel, Word).
- 6.5** The Online Portal must provide access to electronic journals and shall include the following characteristics:
- an A-Z listing of all titles subscribed to
 - the facility to view tables of contents for titles not subscribed to
 - the ability to search by subject
 - the facility to include holdings and print only titles
 - a clear indication of what is available, i.e. tables of content, abstract or full text
 - the ability to handle authentication via IP address, Athens, Shibboleth or password logon or any other means. Concurrent user access may be required
 - the ability to restrict access according to licence conditions
 - the facility to set up alerts by title or subject
 - easy to generate Management Information statistics on usage
 - compliance with the requirements of the Equality Act
 - an administration facility
 - source lists available for data sets
- 6.6** The Supplier shall provide the Contracting Authorities with separate/direct access to publishers' portals for view and download of all journals subscribed to. In addition, where possible the Supplier shall ensure that Electronic journals shall also be available on the Online Portal rather than the Contracting Authority having to separately access publisher's portals for view and download. Where this is not possible, the Supplier shall provide a link from their Online Portal to the publisher's portal.
- 6.7** Electronic journals must include full text and shall include illustrative or graphic material.
- 6.8** The Supplier shall ensure the Online Portal is compatible with current and previous versions of Microsoft Explorer, Google Chrome, Firefox and Safari.
- 6.9** The Supplier shall ensure its Online Portal remains compatible with any relevant future browser versions once they are released.
- 6.10** The Supplier shall ensure that the Online Portal is compatible and accessible with mobile devices, such as e-readers, tablets and Smart Phones

- 6.11** The Supplier shall provide an additional optional repository service for the Contracting Authorities to place and access their own publications on the Supplier's Online Portal. These publications shall only be made available to the Contracting Authorities to view unless agreed at Call Off Contract stage.

7 ACCESS - MANDATORY REQUIREMENTS

This paragraph describes the mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 7.1** Secure Access to the Goods and Service shall be made available to Contracting Authorities either by the Supplier's portal or via a third party portal and shall be password activated per licence or be accessed by silent authentication in order to be compatible with the requirements of each Contracting Authority, for both direct access, e-information portals or a Contracting Authority's intranet.
- 7.2** Each User shall be issued with a unique identifier in the login credentials. Access should be available to more than one User within each Contracting Authority, each of whom will have an individual login to the Online Portal.
- 7.3** The Supplier shall ensure, where unique credentials are required for new Users to be able to access the Services, it must be provided within 48 hours of notification by the Contracting Authority.

8 LICENCES - MANDATORY REQUIREMENTS

This paragraph describes the licence mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 8.1** The Supplier shall be responsible for negotiating with publishers, obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of its obligations under the Call Off Contracts.
- 8.2** When delivering the Goods and/or Services to Contracting Authorities, the Supplier's Personnel may have access to some information which is considered sensitive or is confidential, for example, the titles of journals subscribed to by certain government departments. The Supplier shall ensure that no sensitive or confidential information is communicated to any third party. The Supplier shall note that in this context a 'third party' is any individual or organisation other than the Contracting Authority and its Personnel, and the Supplier and its Personnel.
- 8.3** The licence type shall fall into three (3) licence models:
- Model 1) Simultaneous (concurrent) Users. A limited maximum number of Users can access material at any one time.
- Model 2) Licence per individual User. This shall consist of a single licence per User which shall be transferable at no additional cost to the Contracting Authority.
- Model 3) Licences purchased on behalf of the Contracting Authority by volume, and may permit access by Users via the Contracting Authority's IP address. These

licences shall be transferable between Users at no additional cost to the Contracting Authority.

Contracting Authorities may require an alternative licensing models to those listed in paragraph 8.3 above, this will be agreed at Call Off Contract stage.

9 ORDERING, RENEWALS, CANCELLATIONS AND DELIVERY - MANDATORY REQUIREMENTS

This paragraph describes the mandatory ordering, renewals, cancellations and delivery requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 9.1** The Contracting Authority(s) Call Off Contract shall stipulate a unique number for order and invoice referencing. Contracting Authorities may stipulate with each Call Off Contract separate lines where costs are attributable to more than one budget holder.
- 9.2** The Supplier shall ensure that Contracting Authorities will be able to place orders via the Online Portal, telephone, email, fax or post.
- 9.3** The Supplier shall be required to process urgent orders or queries made by the Contracting Authority. When the Contracting Authority advises the Supplier that an order is urgent, the Supplier must process this order within the timeframe agreed within the Call Off Contract.
- 9.4** The Supplier shall notify the Contracting Authority as soon as possible when deadline for urgent orders cannot be met.
- 9.5** The Supplier shall be required to acknowledge an order placed by a Contracting Authority within 1 Working Day and shall process all new subscription orders within 2 Working Days of receipt.
- 9.6** The Supplier shall acknowledge an information enquiry made by a Contracting Authority within 1 Working Day and shall provide a substantive response or further holding reply within 2 Working Days of receipt.
- 9.7** The Supplier shall be required to deliver print journals to delivery points throughout the UK. In addition, the Supplier shall provide the flexibility for deliveries to the rest of the world via a standard form of address for despatch via the system used by a Contracting Authority.
- 9.8** The Supplier shall minimise the risk or any impact with delivery and access to print journals supplied by publishers.
- 9.9** The Contracting Authority shall be responsible for notifying the Supplier of any change in their delivery address.
- 9.10** The Supplier shall provide a next Working Day delivery option.
- 9.11** Where specified delivery times (i.e., next Working Day) are not met, the Supplier shall be responsible for working with its delivery contractor to ensure the Goods are delivered within a time frame mutually agreed with the Contracting Authority at no additional cost to the Contracting Authority.
- 9.12** The Supplier shall ensure continuity of access to electronic journals for current and previous subscription periods.

- 9.13** For subscription-based Services, the Supplier shall provide Contracting Authorities with a renewal list at least three months prior to the subscription expiry date, or by an agreed date on an annual or twice yearly basis as agreed at Call Off Contract stage.
- 9.14** The renewal list provided to the Contracting Authority by the Supplier shall include but not limited to the following information:
- title
 - ISSN
 - format; print or electronic
 - publisher name and address
 - account number
 - subscriber name & address
 - subscriber code
 - order number
 - renewal date / subscription period or start date / end dates
 - quantity
 - frequency of publication
 - price information including currency (if not pounds sterling)
 - bibliographic changes (e.g. delayed publication, name changes etc)
 - URL or access arrangements for electronic publications
 - number of copies (if Print)
- 9.15** When a Contracting Authority instructs a Supplier to cancel an order, the Supplier shall take action to ensure that the cancellation is effective immediately and that no further costs are incurred by the Contracting Authority. The Supplier shall accept Notice of cancellation via the Online Portal, e-mail, fax or post.
- 9.16** The Supplier shall advise the Contracting Authority of any cancellation charges of either the publisher or the Supplier before cancellation is made and seek reconfirmation from the Contracting Authority that they still wish to cancel.
- 9.17** The Supplier shall acknowledge receipt of all cancellation requests within ten (10) Working Days.
- 9.18** The Supplier shall ensure that where available a refund in respect of cancelled subscriptions is obtained from the publisher and credited to the Contracting Authority within seven (7) calendar days of receipt from the publisher.

4110 IMPLEMENTATION, TRAINING AND TECHNICAL SUPPORT - MANDATORY REQUIREMENTS

This paragraph describes the mandatory requirements of the implementation, training and technical support that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

11.410.1 For each individual Contracting Authority the Supplier shall put in place an agreed implementation strategy.

11.210.2 The implementation strategy will ensure that the transfer of the Goods and/or Services from the incumbent supplier has no impact on delivery of the Goods and/or Services to the Contracting Authority.

11.310.3 The Contracting Authority shall require the Supplier to work co-operatively with the Contracting Authorities incumbent supplier to ensure a planned and robust transfer of all the Contracting Authorities details existing departmental customers and their requirements in accordance with the Data Protection Act 1998.

11.410.4 The Supplier shall be required to liaise with the Contracting Authority's IT department in order to ensure accessibility through various intranet sites, portals and security systems to enable full fault free access. Some Contracting Authorities may have IL3 level security.

11.510.5 The Contracting Authority will provide a named contact in their IT department, who will provide the Supplier with all information necessary to deliver IT related Services.

11.610.6 The Supplier shall provide regular updates (to be agreed at call off contract stage) on progress and any issues, key risks identified during the implementation stage to the Contracting Authority.

11.710.7 The Supplier shall provide training as agreed at call off contract stage, free of charge to the Contracting Authority in the use of its systems. This training may include but not limited to the following;

- user guides,
- online tutorials,
- webinars, and
- face-to-face sessions.

11.810.8 All online training formats shall be hosted by the Supplier's IT structure and should not require the Contracting Authorities to download software onto their computers.

11.910.9 The Supplier shall be required to support their Goods and Services by means of a free customer and technical support help desk function for the Contracting Authority(s). This shall be provided as a telephone contact point and also offer an email support facility as an addition to the telephone support service.

11.1010.10 The technical support help desk function shall be provided free of charge during office hours 9 am to 5 pm Monday to Friday as a minimum (excluding bank holidays).

11.1110.11 The Supplier's help desk Personnel shall be fully trained and able to answer queries / questions quickly and efficiently.

1211 FEES, PAYMENT AND INVOICING - MANDATORY REQUIREMENTS

This paragraph describes the mandatory payment and invoicing requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 12.411.1** The Supplier shall be required to negotiate with publishers in order to obtain the highest discounts available to Contracting Authorities for the supply of Print, Electronic and Print and Electronic journals.
- 12.211.2** The Supplier shall ensure that as the volume of subscriptions rises through the Framework, they shall negotiate a higher discount for the supply of Print, Electronic and Print and Electronic journals which each Contracting Authority shall receive.
- 12.311.3** The Supplier shall be required to negotiate with publishers to provide trial access to new products and sample issues.
- 12.411.4** The Supplier shall ensure that all Contracting Authorities are informed of the most competitive route to market, including any additional volume discounts, discounts on format(s) required.
- 12.511.5** The Supplier shall ensure that all fees related to orders should be clearly marked to show all fees levied on top of the discounted rates received direct from the publishers. Additional services such as administration sites, training or support should be detailed separately.
- 12.611.6** The Contracting Authority shall specify which payment option(s) they will require at the Call Off Contract stage. The Supplier's Online Portal shall have the ability to support payment options as directed by Contracting Authority customer(s) to include Electronic Payment Card (EPC), Purchase to Pay system (P2P) and manual electronic invoicing arrangements.
- 12.711.7** Where an EPC is used, the Contracting Authority shall not be charged an additional fee for the use of that card.
- 12.811.8** Without prejudice to any other remedy available to the Contracting Authority or the card issuing bank as against the Supplier, the Supplier shall indemnify the Contracting Authority against any loss or damage arising from the use of EPC caused by any wilful act or omission or negligence of the Supplier providing always that the Contracting Authority shall have exhausted any remedy against the card issuing bank in respect of such loss or damage.
- 12.911.9** When required by the Contracting Authority an e-commerce (P2P) system, the Supplier shall interface with the Contracting Authority e-Commerce (P2P) system.
- 12.1011.10** Where the Contracting Authority do not require a full e-Commerce (P2P) system, the Supplier shall provide an alternative solution as agreed with the Contracting Authority at Call Off Contract stage.
- 12.111.11** The Supplier shall comply with the Contracting Authority requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Contracting Authority. For example, requirements may include, but not be limited to, consolidated invoicing, invoicing by Cost Centre; electronic invoicing; invoicing to different levels of detail etc. Under the direction of the Contracting Authority, the Supplier shall be required to assist Contracting Authorities in the promotion of invoice process efficiencies.
- 12.1211.12** Invoices shall be submitted in arrears to individual ordering points or as instructed by the Contracting Authority.
- 12.1311.13** Invoices should be clearly addressed; and refer to the service provided and charging basis. The Supplier shall provide a full itemised breakdown of charges e.g. administration fees and any other additional charges indicated on the Supplier's invoice.

12.1411.14 If required, the Supplier shall manage the validation and payment of invoices on behalf of the Contracting Authority(s).

1312 MANAGEMENT INFORMATION AND DATA REPORTING - MANDATORY REQUIREMENTS

This paragraph describes the management information and data reporting mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions. Please refer to Framework Schedule 9: Management Information.

13.112.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that at all times it can deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement (Attachment 4) as set out in Schedule 9 - Management Information.

13.212.2 The Supplier shall provide Management Information reports to the Contracting Authority in accordance with the requirements specified in the Call Off Contract. This must include as a minimum:

- monthly usage by volume, spend, title and department; and
- frequency and length of Online Portal breakdown incidents (i.e. where online content is not available to the Contracting Authority).

13.312.3 Management Information and data reporting shall be provided to the Authority and to the Contracting Authorities free of charge

13.412.4 The Supplier shall complete and upload the Management Information System Online (MISO) template, issued by the Authority. The MISO template shall be completed and uploaded by the 5th Working Day of each month for the duration of this Framework Agreement.

1413 CLAIMS - MANDATORY REQUIREMENTS

This paragraph describes the mandatory Claims requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

14.113.1 The Supplier shall put in place a Claims procedure to hasten outstanding orders and other missing Goods and Services.

14.213.2 The Supplier will acknowledge Claims made within 2 Working Days and process all Claims (except those classed as urgent) within 3 Working Days and provide the Contracting Authority with a status report for each claim (24 hours or earlier) after processing the Claim and then on a regular basis (but not more than every 72 hours).

14.313.3 The Supplier shall process all urgent Claims within 24 hours of notification by the Contracting Authority and provide the Contracting Authority with a status report for each claim 12 hours or earlier after processing the Claim.

14.413.4 The Supplier shall liaise with the publisher to resolve Claims made within 3 Working Days of receiving a Claim or within 24 hours for urgent Claims

14.513.5 The Supplier shall accept Claims by e-mail, fax, telephone, post and through the Online Portal.

14.613.6 Status reports shall be provided to the Contracting Authority by email and shall be available to view through accessing the Online Portal.

14.713.7 The Supplier shall pro-actively seek information from publishers on delayed, suspended, ceased etc. publications, and notify the Contracting Authority accordingly, thus minimising the need to claim. This information shall be provided to the Contracting Authorities by email and be available to view through accessing the Online Portal.

14.813.8 The Supplier shall provide the Contracting Authority with monthly reports detailing the number of Claims made, what the Claims were for, the number of Claims resolved successfully (including timing) and updates on Claims made the previous months. Access to the management information should be available through accessing the Supplier's Online Portal and there should be the facility to view historical Claims.

14.913.9 The Supplier shall be expected to identify and highlight any trends in Claims such as the frequency of claims being made against a particular publisher, and provide advice on continuation of subscription.

1514 COMPLAINTS PROCEDURE - MANDATORY REQUIREMENTS

This paragraph describes the mandatory complaints procedure requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

15.114.1 The Supplier shall ensure that any complaints received directly from the Authority and/or the Contracting Authorities are acknowledged within 24 hours of the details being received and is dealt with as a matter of priority.

15.214.2 The Supplier shall proactively work to seek a resolution of the complaint and provide progress updates to the Authority and/or the Contracting Authority at intervals of 2 Working Days until a satisfactory resolution has been agreed which is mutually acceptable to the parties involved.

15.314.3 The Supplier shall provide a comprehensive report on all complaints to the Authority and those complaints that are relevant to Contracting Authorities on a monthly basis or as agreed by the Authority and/or the Contracting Authority. The report shall contain the following information:

- date received;
- name of Contracting Authority;
- name of complainant;
- contact details of complainant;
- nature of complaint;
- actions taken to resolve the complaint; and
- date of resolution.

15.414.4 The Authority and/or the Contracting Authority will define any additional requirements during the implementation and the term of the Framework Agreement and Call Off Contract.

1615 BUSINESS CONTINUITY AND DISASTER RECOVERY - MANDATORY REQUIREMENTS

This paragraph describes the mandatory business continuity and disaster recovery mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions. Please refer to Schedule 8 of the Call Off Contract.

16.115.1 The Supplier shall provide separate Business Continuity and Disaster Recovery plans, relevant to the service delivery of this Framework Agreement, to the Authority upon signing the Framework Agreement and to the Contracting Authority at Call Off Contract stage. These should be reviewed every 6 months or after any major incident.

16.215.2 The Supplier shall have a robust Business Continuity Plan in place to maintain the delivery of Services during periods of unplanned unavailability the online platform and/or offline service(s). The plan shall include the ability to implement the provisions of the Escrow agreement to access the source code in the event the Contracting Authority is unable to access the system.

16.315.3 The Supplier shall maintain its readiness with a Business Continuity plan in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated standards in accordance with Schedule 8 of the Call Off Contract.

16.415.4 The Supplier shall provide a comprehensive Disaster Recovery Plan which details the processes by which significant disruptions will be managed to support Contracting Authorities and Users

1716 TRANSITION AND EXIT - MANDATORY REQUIREMENTS

This paragraph describes the transition and exit mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract Schedule 9: Exit Management.

17.116.1 Upon request by the Authority the Supplier shall be required to produce an updated exit plan relating to the withdrawal from the Framework Agreement. This will be requested either before termination, or a minimum of three months prior to expiry of the contract. As a minimum the exit plan shall include:

- management of contractors resources;
- lead times for phased withdrawal of Services;
- timescales and indicative timeline;
- communication plan to customers; and
- handover of management information

17.216.2 Exit plan factors shall be considered in accordance with each Contracting Authority and the Call Off Contract start and end dates.

17.316.3 The Supplier shall conduct a risk and issue analysis and identify and report to the Authority all pertinent factors on a risk and issue log. All risks and issues identified shall be scored on a matrix such that likelihood of the risk or issue occurring is referenced against the impact severity should the risk or issue arise. All risks and issues shall consider staffing and employment issues and contingency/countermeasures. The risk and issue log shall identify all proposed mitigation to reduce or counter the risks and issues.

17.416.4 The exit plan will be treated as commercial in confidence, and is required to help both the Supplier and the Authority deal with the risks and issues related to the expiry or termination of the Framework Agreement.

1817 CONTRACT MANAGEMENT – MANDATORY REQUIREMENTS

This paragraph describes the contract management mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract.

~~18.17.1~~ 18.17.1 The Supplier shall be required to appoint an account manager and a suitable deputy to cover periods of unavailability and absence to attend all required meetings for the management of this Framework Agreement. The regularity of Contract Management meetings shall be agreed between the Authority and the Supplier, but the Supplier should make provision for a minimum of one review meeting per annum.

~~18.217.2~~ 18.217.2 The Supplier shall be required to appoint each Contracting Authority a single named individual to act as a dedicated account manager responsible for all business. The Supplier must ensure in the absence of the account manager a suitable deputy is available to carry out his/her duties.

1918 CONFIDENTIALITY AND DATA SECURITY – MANDATORY REQUIREMENTS

This paragraph describes the confidentiality mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract.

~~19.118.1~~ 19.118.1 A Contracting Authority may require the Supplier to sign a non-disclosure agreement, and procure that the Supplier's Personnel will sign a non-disclosure agreement, if the Supplier has access to confidential material. The Supplier shall adhere to this requirement.

~~19.218.2~~ 19.218.2 The Supplier shall ensure that information obtained by the Supplier or any Supplier Personnel concerning the Contracting Authority's business is treated as confidential. The Supplier shall inform the Contracting Authority immediately if it becomes aware of any breach of confidentiality.

Cyber Essentials

~~19.318.3~~ 19.318.3 It is mandatory for Suppliers by the date of the Framework Agreement or at a later date when Cyber Essentials Data are received by the Supplier to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the Services, Suppliers must demonstrate that they have achieved the level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:

~~19.3.i.1~~ 18.3.i.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or

~~19.3.i.2~~ 18.3.i.2 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier; or

~~19.3.i.3~~18.3.i.3 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or, will be able to demonstrate by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

~~19.3.i.4~~18.3.i.4 A Supplier will be exempt from complying with the requirements at paragraphs 6.6 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies referred to in paragraph 6.6.1 above.

~~19.3.i.5~~18.3.i.5 The Supplier shall throughout the Framework Period and any Call Off Contract Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Customer as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

~~19.3.i.6~~18.3.i.6 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 6.6 to 6.8 (inclusive) where such Sub-Contractors are responsible for receiving Cyber Essentials Data.

~~19.3.i.7~~18.3.i.7 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

2019 CONTINUOUS IMPROVEMENT MANDATORY REQUIREMENTS

This paragraph describes the continuous improvement the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract.

~~20.1~~19.1 The Supplier shall, in accordance with Framework Agreement Schedule 12: Continuous Improvement and Benchmarking and Clause 18 of the Call Off Contract terms and conditions, identify new and potential improvements to the provision of the Goods and Services.

~~20.2~~19.2 The Supplier shall work with the Authority and Contracting Authorities to drive continuous improvement throughout the duration of the Framework Agreement and any Call Off Contracts established, with a view to reducing the costs and improving the quality and efficiency of the Goods and Services and their supply to the Contracting

Authorities, an example of this may be additional discounts where multiple data sets are procured by Contracting Authorities via the Framework.

20.319.3 The Authority shall expect the Supplier to support the government's targets to reduce spend by working with all Contracting Authorities to identify efficiencies in the buying of Goods and/or Services.

2120 SUSTAINABILITY AND SOCIAL VALUE MANDATORY REQUIREMENTS

21.120.1 The Supplier shall support the UK Government's commitment to ensure "green" economic growth by encouraging "green" technologies, promoting innovation, and protecting the environment whilst also delivering value for money.

21.220.2 The Supplier ensure they measure and reduce the sustainable impacts of their operations and supply-chains pertaining to the Goods and Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.

2221 SUSTAINABILITY AND SOCIAL VALUE MANDATORY REQUIREMENTS

22.121.1 The Supplier shall ensure compliance with equality and diversity legislation.

22.221.2 The Supplier shall take all reasonable steps to utilise apprentices where possible during the term of the Framework Agreement. Where this is not possible or appropriate in delivery of a Call-Off Contract, the Supplier shall demonstrate what other training and skills development is made available to employees.

PART B – PERFORMANCE INDICATORS

1. GENERAL

- 1.1 The purpose of this Part B is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The 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 Supplier in accordance with Clause 19.1 (Variation Procedure).
- 1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 1.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

Key Performance Indicator (KPI)	KPI Target	Measured by
1. FRAMEWORK MANAGEMENT		
1.1 MI returns: All MI returns to be returned to CCS and Contracting Authorities by the 5 th Working Day of each month	in accordance with paragraph 3 of Schedule 9 Management Information	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's data warehouse (MISO) system)
1.2 All undisputed invoices to be paid within 30 calendar days of issue		Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's CODA system) Service delivery subject to audit and periodic spot checks
1.3 Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Agreement	in accordance with Schedule 10 Annual Self Audit Certificate	Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report
1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	in accordance with Schedule 10 Annual Self Audit Certificate	Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report
2. OPERATIONAL EFFICIENCY/PRICE SAVINGS		
2.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation.	in accordance with paragraph 4 of Schedule 12 -	Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan

	Continuous Improvement and Benchmarking	
3. CUSTOMER RELATIONSHIP MANAGEMENT		
3.1 Services to be provided under Call Off Contracts to Contracting Authorities in accordance with the Order, Renewal and Cancellation timescales.	In accordance with Paragraph 9 of Framework Agreement Schedule 2: Goods And Services And Key Performance Indicators Part A: Goods And Services	Written Confirmation from the Contracting Authority that the timescales have been achieved by the Supplier.
3.2 Services to be provided under Call Off Contracts to Contracting Authorities in accordance with the Claims Procedure.	In accordance with Paragraph 13 of Framework Agreement Schedule 2: Goods And Services And Key Performance Indicators Part A: Goods And Services	Written Confirmation from the Contracting Authority that the Claims Procedure has been adhered to by the Supplier.
3.3 The Supplier shall deal with Complaints by the Contracting Authorities in accordance with the Complaints Procedure.	In accordance with Paragraph 14 of Framework Agreement Schedule 2: Goods And Services And Key Performance Indicators Part A: Goods And Services	Written confirmation from Contracting Authority that complaint has been dealt with to their satisfaction.

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE

1. GENERAL PROVISIONS

- 1.1 The Framework Prices (% Discounts) set out in Annex 3 to this Framework Schedule 3 are the minimum that the Supplier may charge pursuant to any Call Off Contract.
- 1.2 The Supplier acknowledges and agrees that the % Discount on the publisher recommended price (RRP) across all services (Print, Electronic and Print and Electronic) submitted must be the lowest discount that you will charge pursuant to any Call Off Contract.
- 1.3 The Supplier acknowledges and agrees that, subject to paragraph 5 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be decreased during the Framework Period.

2. PRICING MECHANISM FOR THE CALCULATION OF FRAMEWORK PRICES

- 2.1 Framework Prices shall be calculated using the pricing mechanism specified in Annex 1 to this Framework Schedule 3 and on the basis of the discount rates and RRP's specified in Annex 2 to this Framework Schedule 3, as more particularly set out in this Framework Schedule 3.
- 2.2 Annex 1 sets out which pricing mechanism shall be used to calculate each Framework Price, which shall be:
 - 2.2.1 "Fixed Price"
- 2.3 Fixed Price Framework Prices
 - 2.3.1 Where Table 1 of Annex 1 indicates that a Framework Price is to be calculated by reference to a Fixed Price pricing mechanism, the relevant Framework Price shall be the amount set out against that Framework Price in Table 2 of Annex 2.

3. COSTS AND EXPENSES

- 3.1.1 The Framework Prices shall include all costs and expenses relating to the Goods and Services provided to Contracting Authorities and/or the Supplier's performance of its obligations under any Call Off Contracts and no further amounts shall be payable by a Contracting Authority to the Supplier in respect of such performance

4. NOT USED

5. ADJUSTMENT OF THE FRAMEWORK PRICES

- 5.1 The Framework Prices shall only be varied:
 - 5.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 19.2 of this Framework Agreement (Legislative Change);
 - 5.1.2 where all or part of the Framework Prices are reviewed and increased in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);
 - 5.1.3 where all or part of the Framework Prices are reviewed and increased in accordance with paragraph 6 of this Framework Schedule 3 (Supplier Periodic Assessment of Framework Prices);
 - 5.1.4 where a review and decrease of Framework Prices is requested by the Supplier and Approved, in accordance with the provisions of paragraph 7 of this Framework Schedule 3 (Supplier Request For Decrease Of The Framework Prices);

5.2 Subject to paragraphs 5.1.1 to 5.1.3 of this Framework Schedule, the RRP's may be reviewed on the 1st January 2017 and annually thereafter for the duration of the FWA. the Framework Prices will remain fixed for the duration of the Framework Agreement

6. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

- 6.1 Every six (6) Months during the Framework Period, the Supplier shall assess the level of the Framework Prices to consider whether it is able to increase the prices.
- 6.2 As the volume of subscriptions rises through the Framework, the % discount each Contracting Authority receives shall increase.
- 6.3 Such assessments by the Supplier under paragraph 6.1 shall be carried out on 1 February and 1 August in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to increase all or part of the Framework Prices it shall promptly notify the Authority in writing and such increase shall be implemented in accordance with paragraph 8.1.3 below.

7. SUPPLIER REQUEST FOR DECREASE OF THE FRAMEWORK PRICES

- 7.1 The Supplier may request a decrease in the prices provided as part of the Framework Prices in accordance with the remaining provisions of this paragraph 7 subject always to:
- 7.1.1 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed decrease in the relevant Framework Prices ("Review Adjustment Date") which shall be subject to paragraph 7.2;
 - 7.1.2 the Approval of the Authority which shall be granted in the Authority's sole discretion.
- 7.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the expiry of the period specified in paragraph 5.2 of this Framework Agreement during which the Contract Charges shall remain fixed (and no review under this paragraph 8 is permitted). Thereafter any subsequent decrease to any of the Framework Prices in accordance with this paragraph 7 shall not occur before the anniversary of the previous Review Adjustment Date during the Framework Period.
- 7.3 To make a request for a decrease in the Framework Prices in accordance with this paragraph 7, the Supplier shall provide the Authority with:
- 7.3.1 a list of the Framework Prices it wishes to review;
 - 7.3.2 for each of the Framework Prices under review, written evidence of the justification for the requested decrease including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
 - (b) details of the movement in the different identified cost components of the relevant Framework Price;
 - (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
 - (d) evidence that the Supplier has attempted to mitigate against the decrease in discount in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Commencement Date.

8. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

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

- 8.1.1 in accordance with Clause 19.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.1 of this Framework Schedule;
- 8.1.2 in accordance with paragraph 3.3.3 and 4.8 of Framework Schedule 12 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.2 of this Framework Schedule 3; or
- 8.1.3 on 1 February for assessments made on 1 January and on 1 August for assessments made on 1 July where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.3 of this Framework Schedule 3 ;
- 8.1.4 and the Parties shall amend the Framework Prices shown in Annex 3 to this Framework Schedule 3 to reflect such variations.

9. CHARGES UNDER CALL OFF CONTRACTS

9.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraphs 1.1 and **Error! Reference source not found.** of this Framework Schedule 3 and shall not affect the charges payable by a Contracting Authority under a Call Off Contract in force at the time a change to the Framework Prices is implemented.

9.2 Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the relevant Contracting Authority and implemented in accordance with the provisions applicable to the Call Off Contract.

10. E-COMMERCE TRANSACTIONS WITH CENTRAL GOVERNMENT BODIES

10.1 The Supplier acknowledges and agrees that the Government's wide strategy of 'Digital by Default' (<https://www.gov.uk/government/publications/government-digital-strategy>) endorses a commitment to implement e-commerce systems, including, for example, purchase-to-pay (P2P) automated systems, as the preferred transacting model for all Government's purchasing transactions. The intent is to migrate, wherever practically possible, all Government's purchasing to an e-commerce environment.

10.2 The Supplier acknowledges and agrees that when contracting with Central Government Bodies, the latter may use a specific e-commerce application and the Supplier shall be required to comply with the relevant requirements set out by the relevant Central Government Body in their terms of the relevant Call Off Contract.

ANNEX 1: PRICING MECHANISM

TABLE 1

% Discount - Service	Pricing Mechanism
% Discount on RRP - Print	FIXED
% Discount on RRP - Electronic	FIXED
% Discount on RRP – Print and Electronic	FIXED

ANNEX 2:
FIXED FRAMEWORK PRICES

Service	Print	Electronic	Both (Print and Electronic)
% Discount on RRP	REDACTED	REDACTED	REDACTED

Prior to the commencement of the Framework Agreement, the Authority will populate this table with the relevant information from the Supplier's tendered discounts

ANNEX 3: FRAMEWORK PRICES

Please refer to the information in Annex 2 above FIXED FRAMEWORK PRICES

ANNEX 4: RRP

REDACTED

**FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL OFF
TERMS**

ANNEX 1: TEMPLATE ORDER FORM

Please refer to Attachment 5: Framework Agreement Schedule 4 Template Order Form and Template Call off Terms of the ITT

ANNEX 2: TEMPLATE CALL OFF TERMS

Please refer to Attachment 5: Framework Agreement Schedule 4 Template Order Form and Template Call off Terms of the ITT

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

11. AWARD PROCEDURE

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

12. ORDERING

- 12.1 Any Contracting Authority awarding a Call Off Contract under this Framework Agreement shall:

- 12.1.1 develop a clear Statement of Requirements;
- 12.1.2 on the basis set out above, award the Call Off Contract with the successful Framework Supplier in accordance with paragraph 5 below.

13. NO AWARD

- 13.1 Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 12 the Contracting Authority shall be entitled at all times to decline to make an award for its Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Contract.

14. RESPONSIBILITY FOR AWARDS

- 14.1 The Supplier acknowledges that each Contracting Authority is independently responsible for the conduct of its award of 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:

- 14.1.1 the conduct of Other Contracting Authorities in relation to this Framework Agreement; or
- 14.1.2 the performance or non-performance of any Call Off Contracts between the Supplier and Other Contracting Authorities entered into pursuant to this Framework Agreement.

15. CALL OFF AWARD PROCEDURE

- 15.1 Subject to paragraphs 11 to 4 above, a Contracting Authority may award a Call Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Authority in accordance with paragraph **Error! Reference source not found.** above) of the Template Order Form set out in Framework schedule 4 (Template Order Form and Template Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Contract) which is not as described in this paragraph 5 shall not constitute a Call Off Contract under this Framework Agreement.
- 15.2 On receipt of an order form as described in paragraph 15.1 from a Contracting Authority the Supplier shall accept the Call Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Authority concerned.
- 15.3 On receipt of the signed order form from the Supplier, the Contracting Authority shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Contract shall be formed.

FRAMEWORK SCHEDULE 6: NOT USED

FRAMEWORK SCHEDULE 7: SUB-CONTRACTORS

1. In accordance with Clause 25.1 (Appointment of Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Contracts entered into pursuant to this Framework Agreement, to the Sub-Contractors listed below.

NOT USED

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

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

"Supplier Framework Manager"	has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8; and
"Supplier Review Meetings"	has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8.

1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the 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.

1.3 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.

1.4 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure:

- 2.1.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
- 2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Goods and/or Services and Performance Indicators).
- 2.1.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.
- 2.1.4 Following discussions between the Parties following the Framework Commencement Date, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
- 2.1.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the Authority's notification.

2.2 Supplier Review Meetings

- 2.2.1 Regular performance review meetings will take place at the Authority's premises throughout the Framework Period and thereafter until the Framework Expiry Date (**"Supplier Review Meetings"**).
- 2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following the conclusion of the Framework

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

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

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

3. PERFORMANCE INDICATORS

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

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

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

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

3.5 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 Supplier.

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

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

4.1 The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:

4.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Authorities are consuming less and buying more smartly;

4.1.2 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).

4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Framework Period.

4.3 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 2 (Goods and/or Services and Performance Indicators).

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

5. ESCALATION PROCEDURE

5.1 In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the 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).

- 5.2 In cases where the Authority Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 48 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

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

2. MANAGEMENT INFORMATION AND FORMAT

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

3. FREQUENCY AND COVERAGE

- 3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Authority on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call Off Contracts have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.
- 3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "Nil Return").
- 3.4 The Supplier must inform the Authority of any errors or corrections to the Management Information:
 - 3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or
 - 3.4.2 as a result of the Authority querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

- 4.1 The completed MI Report shall be completed electronically and returned to the Authority by uploading the electronic MI Report computer file to MISO in accordance with the instructions provided in MISO.
- 4.2 The Authority reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

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

Meetings

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

Admin Fees

- 5.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.
- 5.5 If, following activation of the Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.
- 5.6 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to supply Management Information as required by this Framework Agreement.
- 5.7 The Authority shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause 20 (Management Charge) as a supplement to the Management Charge. Any exercise by the Authority of its rights under this paragraph 5.7 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

6. DEFAULT MANAGEMENT CHARGE

6.1 If:

- 6.1.1 Two (2) MI Failures occur in any rolling six (6) Month period;
- 6.1.2 Two (2) consecutive MI Failures occur;
- then a "**MI Default**" shall be deemed to have occurred.

- 6.2 If an MI Default occurs the Authority shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph 6.3, which the Supplier shall be required to

pay to the Authority ("**Default Management Charge**") and/or to terminate this Framework Agreement.

6.3 The Default Management Charge shall be calculated as the higher of:

6.3.1 the average Management Charge paid or payable by the Supplier to the Authority based on any Management Information submitted in the six (6) Month period preceding the date on which the MI Default occurred or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call Off Contract, in the whole period preceding the date on which the MI Default occurred; or

6.3.2 the sum of five hundred pounds (£500).

6.4 If an MI Default occurs, the Authority shall be entitled to invoice the Supplier the Default Management Charge (less any Management Charge which the Supplier has already paid to the Authority in accordance with Clause 20 for any Months in which the Default Management Charge is payable) calculated in accordance with paragraph 6.3 above:

6.4.1 in arrears for those Months in which an MI Failure occurred; and

6.4.2 on an ongoing Monthly basis,

until all and any MI Failures have been rectified to the reasonable satisfaction of the Authority.

6.5 For the avoidance of doubt the Parties agree that:

6.5.1 the Default Management Charge shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 20 of this Framework Agreement; and

6.5.2 any rights or remedies available to Authority under this Framework Agreement in respect of the payment of the Management Charge shall be available to the Authority also in respect of the payment of the Default Management Charge.

6.6 If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of the Authority and the Management Information demonstrates that:

6.6.1 the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

6.6.2 the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt together with interest pursuant to Clause 20 (Management Charge).

ANNEX 1: MI REPORTING TEMPLATE



Journal Subscriptions
MI Template.xls

FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external auditor]

[Guidance Note: Please seek guidance from the CCS audit team in relation to this point]

Dear Sirs

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

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

[Guidance Note: see Clause 18 (Records, Audit Access and Open Book Data) for details of what is required]

Name:.....

Signed:.....

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

Date:.....

Professional Qualification held by Signatory:.....

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

FRAMEWORK SCHEDULE 11: MARKETING

1. INTRODUCTION

- 1.1 This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Goods and/or Services to Contracting Authorities.

2. MARKETING

- 2.1 Marketing contact details: REDACTED

3. AUTHORITY PUBLICATIONS

- 3.1 The Authority will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by the Authority.
- 3.2 Such information shall be provided in the form of a completed template, supplied by the Authority together with the instruction for completion and the date for its return.
- 3.3 Failure to comply with the provisions of paragraphs 3.1 and 3.2 may result in the Supplier's exclusion from the use of such marketing materials.

4. SUPPLIER PUBLICATIONS

- 4.1 Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.
- 4.2 The Supplier shall be responsible for keeping under review the content of any information which appears on the Supplier's website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS

1.1 In this Framework Schedule 12, the following expressions shall have the following meanings:

"Benchmarked Rates"	means the Framework Prices for the Benchmarked Goods and/or Services
"Benchmark Review"	means a review of the Goods and/or Services carried out in accordance with this Framework Schedule 12 to determine whether those Goods and/or Services represent Good Value
"Benchmarked Goods and/or Services"	means any Goods and/or Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12
"Comparable Rates"	means rates payable by the Comparison Group for Comparable Goods and/or Services that can be fairly compared with the Framework Prices
"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services
"Comparable Goods and/or Services"	means Goods and/or Services that are identical or materially similar to the Benchmarked Goods and/or Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Goods and/or Services exist in the market, the Supplier shall propose an approach for developing a comparable Goods and/or Services benchmark
"Comparison Group"	means a sample group of organisations providing Comparable Goods and/or Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
"Equivalent Data"	means data derived from an analysis of the Comparable Rates and/or the Comparable Goods and/or Services (as applicable) provided by the Comparison Group
"Good Value"	means that the Benchmarked Rates are within the Upper Quartile
"Upper Quartile"	means, in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Goods and/or Services, are within the top 25% in terms of best value for money for the recipients of Comparable Goods and/or Services.

2. BACKGROUND

- 2.1 The Supplier acknowledges that the Authority wishes to ensure that the Goods and/or Services, represent value for money to the taxpayer throughout the Framework Period.
- 2.2 As the volume of subscriptions rises through the Framework, the % discount each Contracting Authority receives shall increase.

2.3 This Framework Schedule 12 (Continuous Improvement and Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Contracts remain in force:

2.3.1 Benchmarking;

2.3.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

3.1.1 The Supplier shall carry out Benchmark Reviews of the Goods and/or Services when so requested by the Authority.

3.1.2 The Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Goods and/or Services are, individually and/or as a whole, Good Value.

3.1.4 The Goods and/or Services that are to be the Benchmarked Goods and/or Services will be identified by the Authority in writing.

3.2 Benchmarking Process

3.2.1 The Supplier shall produce and send to the Authority for Approval, a draft plan for the Benchmark Review.

3.2.2 The plan must include:

- (a) a proposed timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used;
- (c) a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
- (d) a description of how the Supplier will scope and identify the Comparison Group.

3.2.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The Authority may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.

3.2.4 Where the Authority suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.

3.2.5 Once it has received the Approval of the draft plan, the Supplier shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the Supplier's own data and experience;
 - (iii) relevant published information; and

- (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data to calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 **Benchmarking Report:**

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

4. **CONTINUOUS IMPROVEMENT**

- 4.1 The Supplier shall adopt a policy of continuous improvement in relation to the Goods and/or Services pursuant to which it will regularly review with the Authority the Goods and/or Services and the manner in which it is providing the Goods and/or Services with a view to reducing the

Authority's costs, the costs of Contracting Authorities (including the Framework Prices) and/or improving the quality and efficiency of the Goods and/or Services. The Supplier and the Authority will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

4.2 Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to this Schedule 12 under all Call Off Contracts and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Approval of the Authority. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:

- 4.2.1 identifying the emergence of new and evolving technologies which could improve the Goods and/or Services;
- 4.2.2 identifying changes in behaviour at Contracting Authorities that result in a cost saving and a reduction in the Framework Prices;
- 4.2.3 improving the way in which the Goods and/or Services are sold via the Framework Agreement that may result in reduced Framework Prices;
- 4.2.4 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
- 4.2.5 identifying and implementing efficiencies in the way the Authority and/or Contracting Authorities interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
- 4.2.6 identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;
- 4.2.7 baselining the quality of the Supplier's Goods and/or Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
- 4.2.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Goods and/or Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.

4.3 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Authority for Approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.

4.4 The Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Authority's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to the Authority a revised Continuous Improvement Plan reflecting the changes required. Once Approved by the Authority, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.

4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:

- 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Authority and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.

- 4.6 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
- 4.7 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
- 4.8 Should the Supplier's costs in providing the Goods and/or Services to Contracting Authorities be reduced as a result of any changes implemented by the Authority and/or Contracting Authorities, all of the cost savings shall be passed on to Contracting Authorities by way of a consequential and immediate reduction in the Framework Prices for the Goods and/or Services.

FRAMEWORK SCHEDULE 13: GUARANTEE

NOT USED

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 14 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods and/or Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

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

3. FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF POLICIES

- 4.1 The Supplier shall upon the Framework Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 14. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. AGGREGATE LIMIT OF INDEMNITY

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

- 5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:
 - (a) details of the policy concerned; and
 - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:
 - (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
 - (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

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

7. INSURANCE CLAIMS

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

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

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

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

2.1.2 loss of or damage to property;

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

3. LIMIT OF INDEMNITY

3.1 Not less than [£sum to be determined by the Authority] in respect of any one occurrence, the number of occurrences being unlimited, but [£sum to be determined by the Authority] any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. TERRITORIAL LIMITS

4.1.1 [to be determined by the Authority]

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

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

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed [£ threshold to be agreed with Supplier] for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: NOT USED

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1. GENERAL

- 1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

FRAMEWORK SCHEDULE 15: NOT USED

1. DEFINITIONS

1.1 In this Framework Schedule 16, the following definitions shall apply:

"Credit Rating Threshold"	means the minimum credit rating level for the Supplier as set out in Annex 2 and
"Financial Distress Service Continuity Plan"	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement in the event that a Financial Distress Event occurs;
"Rating Agencies"	means the rating agencies listed in Annex 1.

2. CREDIT RATING AND DUTY TO NOTIFY

2.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Framework Commencement Date the long term credit ratings issued for the Supplier by each of the Rating Agencies are as set out in Annex 2.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for either the Supplier (and in any event within five (5) Working Days of the occurrence of the downgrade).

2.3 If there is any downgrade credit rating issued by any Rating Agency for the Supplier, the Supplier shall ensure that the Supplier's auditors thereafter provide the Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Supplier as at the end of each Contract Year or such other date as may be requested by the Authority. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

A	is the value at the relevant date of all cash in hand and at the bank of the Supplier ;
B	is the value of all marketable securities held by the Supplier determined using closing prices on the Working Day preceding the relevant date;
C	is the value at the relevant date of all account receivables of the Supplier and
D	is the value at the relevant date of the current liabilities of the Supplier.

2.4 The Supplier shall:

- 2.4.1 regularly monitor the credit ratings of the Supplier with the Rating Agencies; and
- 2.4.2 promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph 3.1.1, the credit rating of the Supplier, shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Supplier at or below the applicable Credit Rating Threshold.

3. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

3.1 In the event of:

- 3.1.1 the credit rating of the Supplier dropping below the applicable Credit Rating Threshold;
- 3.1.2 the Supplier issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier;
- 3.1.4 the Supplier committing a material breach of covenant to its lenders;
- 3.1.5 a Sub-Contractor notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- 3.1.6 any of the following:
 - (a) commencement of any litigation against the Supplier with respect to financial indebtedness or obligations under a service contract;
 - (b) non-payment by the Supplier of any financial indebtedness;
 - (c) any financial indebtedness of the Supplier becoming due as a result of an event of default; or
 - (d) the cancellation or suspension of any financial indebtedness in respect of the Supplier,in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement;

then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraphs 3.3 to 3.6.

3.2 In the event of a late or non-payment of a Sub-Contractor pursuant to paragraph 3.1.5, the Authority shall not exercise any of its rights or remedies under paragraph 3.3 without first giving the Supplier ten (10) Working Days to:

- 3.2.1 rectify such late or non-payment; or
- 3.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

3.3 The Supplier shall

- 3.3.1 at the request of the Authority meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement; and

- 3.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement:
- (a) submit to the Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and
 - (b) provide such financial information relating to the Supplier as the Authority may reasonably require.
- 3.4 The Authority shall not withhold its Approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Authority does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Authority or referred to the Dispute Resolution Procedure pursuant to paragraph 3.5.
- 3.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following Approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:
- 3.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Goods and/or Services in accordance with this Framework Agreement;
 - 3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its Approval, and the provisions of paragraphs 3.5 and 3.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under paragraph 3.6.

4. TERMINATION RIGHTS

- 4.1 The Authority shall be entitled to terminate this Framework Agreement for material Default if:
- 4.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with paragraph 2.4;
 - 4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 3.3 to 3.5; and/or

- 4.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.6.3.

5. PRIMACY OF CREDIT RATINGS

5.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to Paragraphs 3.1.1 to 3.1.6, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 5.1.1 the Supplier shall be relieved automatically of its obligations under paragraphs 3.3 to 3.6; and
- 5.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with paragraph 3.3.2(b).

ANNEX 1: RATING AGENCIES

[Rating Agency 1]

[Rating Agency 2]

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier		

FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION

NOT USED

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Framework Schedule 18, the following definitions shall apply:

"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2;
"Exception"	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Framework Agreement or in the supply of the Goods and/or Services;
"Expedited Dispute Timetable"	means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;
"Expert"	means the person appointed by the Parties in accordance with paragraph 5.2 of this Framework Schedule 18;
"Mediation Notice"	has the meaning given to it in paragraph 3.2; and
"Mediator"	means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 18.

2. INTRODUCTION

2.1 If a Dispute arises then:

- 2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 18.

2.4 Subject to paragraph 3.2, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3);
- 2.4.2 then by mediation (as prescribed in paragraph 4); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 49 (*Governing Law and Jurisdiction*)).

Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (Expert Determination).

2.5 In exceptional circumstances where the use of the times in this Framework Schedule 18 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Framework Schedule 18:

2.6.1 in paragraph 3.2.3, ten (10) Working Days;

2.6.2 in paragraph 4.2, ten (10) Working Days;

2.6.3 in paragraph 5.2, five (5) Working Days; and

2.6.4 in paragraph 6.2, ten (10) Working Days.

2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's representative and the Supplier's representative such discussions being commercial negotiations.

3.2 If:

3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or

3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4.

4. MEDIATION

4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.

4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.

4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a

non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 16.1 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
- 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

- 6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 49 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;
 - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 49 (Governing Law and Jurisdiction), the

Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

- 6.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 49 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:

- 6.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to paragraphs 6.4.5, 6.4.6 and 6.4.7);
- 6.4.2 the arbitration shall be administered by the LCIA;
- 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 6.4.5 the chair of the arbitral tribunal shall be British;
- 6.4.6 the arbitration proceedings shall take place in London and in the English language; and
- 6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- 7.1.1 for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- 7.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

FRAMEWORK SCHEDULE 19: VARIATION FORM

Variation Form No:

.....

BETWEEN:

Crown Commercial Service ("the Authority")

and

LM Tietopalvelut Oy/ LM Information Delivery ("the Supplier")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:
2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

.....
Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

.....

FRAMEWORK SCHEDULE 20: CONDUCT OF CLAIMS

1. INDEMNITIES

- 1.1 This Schedule shall apply to the conduct by a Party from whom an indemnity is sought under this Framework Agreement or any Call Off Contract (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Framework Agreement or any Call Off Contract (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 1.3 Subject to Paragraph 1.5, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim, and the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
 - 1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - 1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;
 - 1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - 1.4.4 the Indemnifier shall conduct the Claim with all due diligence.
- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Framework Agreement or any Call Off Contract if:
 - 1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
 - 1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
 - 1.5.3 the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2. RECOVERY OF SUMS

- 2.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever the lesser is of:

- 2.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
- 2.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

3. MITIGATION

- 3.1 Each of the Authority or Contracting Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

FRAMEWORK SCHEDULE 21: TENDER – NOT USED

FRAMEWORK SCHEDULE 22: TRANSPARENCY REPORTS

1. GENERAL

- 1.1 Within three (3) months of the **Framework Commencement Date** the Supplier shall submit to the Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Annex 1 of this Schedule 22 below.
- 1.2 If the Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the Parties have agreed versions of each Transparency Report.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1 of this Schedule 22 below.
- 1.4 Any dispute in connection with the preparation and/or approval of Transparency Reports shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.5 The requirements in this Schedule 22 are in addition to any other reporting requirements set out in this Framework Agreement.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

Title of Report	Content	Format	Frequency
[Headline Service performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management arrangements]	[]	[]	[]
Charitable work and/or donations delivered	[]	[]	[]