

S3 - PRECEDENT FRAMEWORK AGREEMENT FOR THE PROVISION OF MARKET RESEARCH SERVICES

SECTION A

This Framework Agreement is dated **14/04/2014** OJEU reference number **[2013/S 147-255782]**

Parties

- (1) UK Shared Business Services Ltd (UK SBS) (formerly RCUK Shared Services Centre Ltd) incorporated and registered in England and Wales with company number 6330639 whose registered office is at **REDACTED (UK SBS)**.
- (2) [], a company incorporated and registered in **[COUNTRY]** with company number **[NUMBER]** and registered VAT number **[NUMBER]** whose registered office is at **[ADDRESS]** / [a partnership under the laws of **[COUNTRY]** whose address is **[ADDRESS]]** [a business with its trading address at **[ADDRESS]]** (**the Provider**).

Background

UK SBS wishes the Provider to supply, and the Provider wishes to supply, the Services (as defined below) to the Customer (as defined below) in accordance with the terms of the Agreement (as defined below).

This Framework Agreement sets out the terms and conditions under which the Customer may place Orders (as defined below) and conclude Contracts for Services.

Agreed terms

A1 Interpretation

A1-1 **Definitions.** In each Contract (as defined below), the following definitions apply:

Award Criteria: means the award criteria to be applied to tenders received through mini-competitions held for the award of Call-Off Contracts for Services as provided for in Schedule 2. Complete details and guidance of the Award Criteria will be advised at Contract Award Stage.

Bribery Act: means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Business Continuity Plan: means any plan prepared pursuant to clause B1-8, as may be amended from time to time.

Call-Off Contract: means the legally binding agreement (made pursuant to the

PROTECT CONTRACT

provisions of this Framework Agreement) for the provision of Services made between a Contracting Body and the Provider comprising an Order Form and the Terms and Conditions.

Call-Off Terms and Conditions: means the Terms and Conditions contained herein, and/or amended/revised by UK SBS or by the relevant Contracting Body, from time to time pursuant to the delivery of the Services within this Framework Agreement, see schedule 5.

Charges: means the fees, disbursements, charges and expenses payable by the Contracting Bodies 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 as set out in Schedule 3 Part A (Charging Structure) and Clause B4 (Charges and payment).

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 Schedule 3 Part A (Charging Structure).

Commencement Date: means 14 APRIL 2014

Commercially Sensitive Information: means the Confidential Information listed (and as updated from time to time) in Schedule 7 (Commercially Sensitive Information) comprising commercially sensitive information.

(a) relating to the Provider, its IPR or its business or information which the Provider has indicated to the Authority that, if disclosed by the Authority, could cause the Provider significant commercial disadvantage or material financial loss.

(b) that constitutes a trade secret.

(c) this section will be subject to points 1 to 5 of Schedule 7, as well as the FOIA regulations.

Confidential Information: any confidential information, know-how and data (in any form or medium) which relates to either the Provider, UK SBS and the Customer including information relating to the businesses of either the Provider, UK SBS and the Customer and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in any Order or the Special Conditions (if any).

Contract: any contract between the Customer and the Provider for the sale and purchase of the Services, in accordance with the terms of this Framework Agreement, any Special Conditions and the relevant Order only, and which contract is concluded in accordance with clauses A2-10 and A2-11.

Customer: the person(s) or firm(s) specified in the Order, which may be any one or more of those mentioned in the OJEU notice.

DPA: means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant

PROTECT CONTRACT

Government department in relation to such legislation.

Deliverables: all Documents, products and materials developed by the Provider or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts), in any electronic, magnetic, optical, tangible media or hard copy formats.

Document: includes, in addition to any document in writing (text), any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record (together with any database made up of any of these) embodying information in any electronic, magnetic, optical, tangible media or hard copy formats.

Expenses Policy: means the UK SBS's travel and expenses policy.

EIR: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under the 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 Services to Contracting Bodies by Providers.

Framework Agreement: means this agreement and all Schedules to this agreement.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 8.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Management Information: means the management information specified in Schedule 6. For complete terms and conditions, see attached Annex B (as per RFQ Tender Documents).

Month: means a calendar month and monthly shall be interpreted accordingly.

PROTECT CONTRACT

OJEU Notice: means the voluntary contract notice Reference 2013/S 147-255782 published in the Official Journal of the European Union

Order: any order by the Customer for Services, as set out in the Customer's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 4 or any other pro forma order form notified to the Provider by UK SBS from time to time. For the avoidance of doubt, if the Customer's purchase order form is not in the format of the pro forma order form at Schedule 4 or any other pro forma order form notified to the Provider by UK SBS from time to time, it will not constitute an Order.

Pricing Matrices: means the pricing matrices as set out in Schedule 3 Part B (to be completed for successful Providers at Contract Award Stage).

Provider's Lots: means the lots which the Provider has been appointed to under this Framework Agreement as set out in Schedule 1.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for Information or an apparent request under FOIA or EIR.

RFQ: means the Request for Quotation issued by UK SBS on 15 OCTOBER 2013.

Schedule: means a schedule attached to, and forming part of, the Framework Agreement and any Call-Off Contract.

Security Plan: means the Provider's framework security plan prepared pursuant to Schedule 9 (Security Requirement and Plan).

Security Policy: means UK SBS's Security Policy annexed to Schedule 9.

Services: the services, including without limitation any Deliverables, to be provided by the Provider under the Call-Off Contract as set out in the Order.

Special Conditions: the special conditions, including Service Levels (if any) as set out under Special Conditions and will apply to any Call-Off Contract as set out in the Order, if required for the delivery of Services.

Specification: any specification for the Services, including any related plans and drawings that is supplied to the Provider by the Customer or a Customer Affiliate, or produced by the Provider and agreed in writing by the Customer or a Customer Affiliate.

Provider's Associate: any individual or entity associated with the Provider including, without limitation, the Provider's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Provider and/or its subsidiary, affiliated or holding companies or any entity that provides services for or

PROTECT CONTRACT

on behalf of the Provider.

Sub-Contract: means the Provider's contract with a Sub-Contractor whereby that Sub-Contractor agrees to provide to the Provider the Services or any part thereof or facilities or other services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services.

Sub-contractor: means any third party appointed by the Contractor under clause C7-3 which through its employees or agents directly delivers the Services.

Tender: means the tender submitted by the Provider to UK SBS on 12 DECEMBER 2013.

Term: means the period commencing on the Commencement Date and ending on 13 APRIL 2016 or on earlier termination of this Framework Agreement. If option to extend for a further 1 + 1 years is offered and accepted, the Agreement will end on 13 APRIL 2018, if the full two (2) year term of the extension applies.

The "Department": refers to UK SBS and its relevant policies and standards (See Appendix 2 Security Policy For Providers).

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

Variation: has the meaning given to it in clause C7-11 (Variation).

VAT: means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

Working Day: means any day (other than a Saturday, Sunday or public holiday) on which banks in London are open for business.

A1-2 **Construction.** In this Framework Agreement and each Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

PROTECT CONTRACT

A1-2-5 The headings in this Framework Agreement are for ease of reference only and do not affect the interpretation or construction of this Framework Agreement or any Contract.

A1-2-6 A reference to **writing** or **written** includes faxes but not e-mail text.

A2 Basis of contract

A2-1 UK SBS is the agent of the Customer for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of services on behalf of the Customer. UK SBS will not itself be a party to, nor have any liability under this Framework Agreement or any Contract that may/may not be awarded.

A2-2 UK SBS appoints the Provider to supply Services to the Customer in accordance with this Framework Agreement.

A2-3 This Framework Agreement enters into force on the date on which it is signed by both UK SBS and the Provider and shall remain in full force and effect for the Initial Term and, subject to clause A2-4, any subsequent extension period following the Initial Term which is agreed in writing between the parties from time to time, or unless and until expiry or termination in accordance with clause A3, whichever is earlier.

A2-4 In no circumstances shall this Framework Agreement be extended pursuant to clause A2-3 beyond the Maximum Expiry Date. In the event that the parties attempt to extend this agreement beyond the Maximum Expiry Date, such extension shall only have effect until the Maximum Expiry Date and the rights and obligations of the parties shall be apportioned accordingly.

A2-5 The Customer may order Services to be supplied under this Framework Agreement but they are under no obligation to do so. No guarantee or representation has been, or shall be deemed to have been, made by the Customer or UK SBS in respect of the total quantity or value of the Services which the Customer may order, and the Provider acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such guarantee or representation.

A2-6 Nothing in this Framework Agreement shall create an exclusive relationship between the Provider and either UK SBS or the Customer for the supply of Services and UK SBS and the Customer shall at all times be entitled to enter into contracts with other parties for the provision of services the same as, or similar to, the Services.

A2-7 The terms of this Framework Agreement, any Special Conditions and the Order apply to each Contract to the exclusion of all other terms and conditions, including any other terms that the Provider seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

PROTECT CONTRACT

A2-8 If there is any conflict or inconsistency between the terms of this Framework Agreement, the Special Conditions (if any) and the Order (including any Specification), the terms of this Framework Agreement will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.

A2-9 The Customer may issue an Order to the Provider at any time.

A2-10 The Order (including any Special Conditions) constitutes an offer by the Customer to purchase the Services in accordance with the terms of this Framework Agreement. This offer shall remain valid for acceptance by the Provider, in accordance with clause A2-11, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Customer may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Provider, in accordance with clause A2-11, as valid acceptance of the offer.

A2-11 Subject to clause A2-10, the Order shall be deemed to be accepted on the earlier of:

A2-11-1 the Provider issuing a written acceptance of the Order; and

A2-11-2 the Provider doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

A3-1 This Framework Agreement shall automatically expire without the need for notice on the Maximum Expiry Date.

A3-2 UK SBS may terminate this Framework Agreement or any Contract in whole or in part at any time before delivery with immediate effect by giving the Provider written notice, whereupon the Provider shall discontinue all work on the Contract. A Customer may terminate any Contract it is party to in whole or in part at any time before delivery with immediate effect by giving the Provider written notice, whereupon the Provider shall discontinue all work on the Contract. UK SBS or the Customer (as the case may be) shall pay the Provider fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Provider shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

A3-3 UK SBS may terminate this Framework Agreement, and UK SBS or the Customer may terminate any Contract which that Customer has concluded, with immediate effect by giving written notice to the Provider if:

PROTECT CONTRACT

A3-3-1 the circumstances set out in clauses B2-1-1, C3-1 or C4-1 apply; or

A3-3-2 the Provider breaches any term of this Framework Agreement or the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or

A3-3-3 the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

A3-3-4 the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

A3-3-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Provider; or

A3-3-6 (being an individual) the Provider is the subject of a bankruptcy petition or order; or

A3-3-7 a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

A3-3-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Provider; or

A3-3-9 (being a company) a floating charge holder over the Provider's assets has become entitled to appoint or has appointed an administrative receiver; or

A3-3-10 a person becomes entitled to appoint a receiver over the Provider's assets or a receiver is appointed over the Provider's assets; or

A3-3-11 any event occurs, or proceeding is taken, with respect to the Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-3-3 to clause A3-3-10 inclusive; or

A3-3-12 there is a change of control of the Provider (within the meaning of section

PROTECT CONTRACT

1124 of the Corporation Tax Act 2010); or

A3-3-13 the Provider suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

A3-3-14 the Provider's financial position deteriorates to such an extent that in the Customer's opinion the Provider's capability to adequately fulfil its obligations under this Framework Agreement or the Contract has been placed in jeopardy; or

A3-3-15 (being an individual) the Provider dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

A3-4 Termination or expiry of this Framework Agreement or any Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of this Framework Agreement or any Contract shall continue in full force and effect.

A3-5 Without prejudice to clause A3-4, clauses B1, B2, B7, B8, B9, B10, B11, C1, C2, C6 and C7 shall survive the termination or expiry of this Framework Agreement or any Contract and shall continue in full force and effect.

A3-6 Upon termination or expiry of this Framework Agreement or any Contract, the Provider shall immediately:

A3-6-1 cease all work on the Contract;

A3-6-2 deliver to the Customer all Deliverables and all work-in-progress whether or not then complete. If the Provider fails to do so, then the Customer may enter the Provider's premises and take possession of them. Until they have been returned or delivered, the Provider shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

A3-6-3 cease use of and return (or, at the Customer's election, destroy) all Customer Materials in the Provider's possession or control;

A3-6-4 cease all use of, and delete all copies of, UK SBS's or the Customer's Confidential Information.

SECTION B

B1 Supply of Service

B1-1 The Provider shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Customer in accordance with the terms of the Contract, under this Framework Agreement, for awards without re-opening Competition, or for awards following Mini-Competitions as set out in Schedule 2 Part B (Award Criteria).

B1-2 The Provider shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order or notified to the Provider by the Customer or the Customer Affiliate (as the case may be).

B1-3 In providing the Services, the Provider shall:

B1-3-1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

B1-3-2 perform the Services with the best care, skill and diligence in accordance with best practice in the Provider's industry for example standards and guidelines that are in line with the MRS Code of Conduct, or equivalent recognised standards and guidelines, profession or trade;

B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Provider's obligations are fulfilled in accordance with this Agreement. The Provider is to ensure that its personnel are security cleared and have enhanced CRB checks in place, should it be necessary, only under particular requirements of a contract. A Security Requirements and Plan to be completed, see Schedule 9.

B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Provider by the Customer; Perform standards and quality of services to targets as agreed in a Service Level Agreement. Standards and quality of performance will be monitored and reviewed regularly for improvement.

B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

B1-3-6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; Support innovation of new ideas and methodologies in order to provide the most effective up to date solution, ensuring Best Practice principles are maintained and improved upon. In

PROTECT CONTRACT

addition rosters are encouraged, for the development of new and evolving techniques.

B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, industry regulations, and standards; in accordance with for example the MRS Code of Conduct, or equivalent recognised standards and guidelines.

B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and

B1-3-9 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Provider acknowledges that the Customer may rely or act on the Services.

B1-3-10 the Provider shall perform all Call-Off Contracts entered into with UK SBS or any Other Contracting Body in accordance with the requirements, and the terms and conditions contained within this Framework Agreement.

B1-4 The Customer's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Customer under the Supply of Goods and Services Act 1982 and any other applicable legislation.

B1-5 Without prejudice to the Customer's statutory rights, the Customer will not be deemed to have accepted any Deliverables until the Customer has had at least 14 Working Days after delivery to inspect them and the Customer also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.

B1-6 If, in connection with the supply of the Services, the Customer permits any employees or representatives of the Provider to have access to any of the Customer's premises, the Provider will ensure that, whilst on the Customer's premises, the Provider's employees and representatives comply with:

B1-6-1 all applicable health and safety, security see B1-3-3 and Schedule 9 including Appendix 2, environmental and other legislation which may be in force from time to time; and

B1-6-2 any Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer or Customer Affiliate (as the case may be) laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Customer premises by any employee or representative of the Customer.

B1-7 The Provider warrants that the provision of Services shall not give rise to a transfer of any employees of the Provider or any third party to either UK SBS or the Customer pursuant to TUPE regulations.

B1-8 The Provider shall have a Business Continuity Plan in place, agreed with the

PROTECT CONTRACT

Authority, to ensure that the Service to the Authority will be maintained in the event of disruption (including, but not limited to, disruption to information technology systems) to the Provider's operations, and those of Sub-contractors to the Provider, however caused. Such contingency plans shall be available for the Authority to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the life time of the Framework Agreement.

- B1-9 The Provider acknowledges that the Authority wishes to ensure that the Services represent Value for Money to the taxpayer throughout the Term.
- B1-10 The Authority may wish to review and assess the information provided from, but not limited to the Management Information, full cost breakdown, and any other sources of commercial information requested as part of this Framework Agreement, in order to benchmark that Value for Money is being achieved, for discussion and review at the quarterly review meetings, as and when required.

B2 Customer remedies

- B2-1 If the Provider fails to perform the Services by the applicable dates, except in circumstances of force majeure as described in C3, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
 - B2-1-1(in the case of the UK SBS only) to terminate this Framework Agreement or (in the case of UK SBS or the Customer) to terminate any Contract in whole or in part without liability to the Provider;
 - B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Provider attempts to make;
 - B2-1-3 to recover from the Provider any costs incurred by UK SBS or the Customer in obtaining substitute services from a third party;
 - B2-1-4 where the Customer has paid in advance for Services that have not been provided by the Provider, to have such sums refunded by the Provider; or
 - B2-1-5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Provider's failure to meet such dates.
- B2-2 The Contract shall extend to any substituted or remedial services provided by the Provider.
- B2-3 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

PROTECT CONTRACT

B3 Customer's obligations

B3-1 The Customer shall:

B3-1-1 provide the Provider with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and

B3-1-2 provide such information to the Provider as the Provider may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

B4 Charges and payment

B4-1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Provider in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Provider directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Provider's standard, and to the nearest daily; half day; or hourly fee rates that is applicable (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Provider's standard daily; half day; or hourly fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Customer and the Provider;

B4-2-3 the Provider will not be entitled to charge pro-rata for part days without the prior written consent of the Customer, but will be in accordance with see B4-2-1 and B4-2-2;

B4-2-4 the Provider will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Provider will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Customer upon request; and

B4-2-5 the Provider will invoice the Customer monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3.

PROTECT CONTRACT

B4-3 The Customer will reimburse the Provider at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Provider in providing the Services to the Customer provided that the Customer's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Provider complies at all times with UK SBS's expenses policy from time to time in force. You must seek the most cost effective solution when delivering the Services to the Customer.

B4-4 The Provider will adhere to the UK SBS Travel and Expenses policy for the lifetime of the contract



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Annex A UK SBS Trav

B4-5 The Provider shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

B4-6 The Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. If the Customer agrees to a shorter payment period under any Contract, that shorter payment period will also apply under clause B4-7 of this Framework Agreement. Payment shall be made to the bank account nominated in writing by the Provider unless the Customer agrees in writing to another payment method.

B4-7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Provider to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Provider, pay to the Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

B4-8 The Provider shall maintain complete and accurate records of the time spent and materials used by the Provider in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.

B4-9 The Provider shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Provider against any amounts payable by it to the Provider under the Contract.

B4-10 The Provider acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within thirty 30 days of receipt of the invoice. Where the Customer agrees to a shorter payment period under any Contract than the period set out in clause B4-5, that shorter payment period will also apply under this clause.

PROTECT CONTRACT

B5 Adjustment within the initial agreement period

- B5-1 The price shall apply for the Initial Term of the Framework Agreement, subject to the outcome of an annual price review meeting, and/or quarterly review meetings only in the instance if UK SBS brings in further customers and spend. UK SBS will enter into good faith negotiations with the Provider (for a period of not more than thirty (30) Working Days) to agree a variation in the price that satisfies Value for Money objectives.
- B5-2 If a variation in the price is agreed between UK SBS or the Customer and the Provider, the revised price will take effect from the first day of the month following the annual price review, and/or quarterly review and shall apply until the next [annual price review, and/or quarterly review (subject to Clause B6.)

B6 Price adjustment on extension of the initial contract period

- B6-1 In the event that UK SBS or the Customer wishes to extend the Initial Term, UK SBS or the Customer shall, in the six (6) month period prior to the expiry of the Initial Term, enter into good faith negotiations with the Provider (for a period of not more than thirty (30) Working Days) to agree a variation in the price.
- B6-2 If the parties are unable to agree a variation in the price in accordance with Clause B6-1, the Framework Agreement shall terminate at the end of the Initial Term.
- B6-3 If a variation in the price is agreed between UK SBS or the Customer and the Provider, the revised price will take effect from the first day of any period of extension and shall apply during such period of extension or until the next [annual price review, and/or quarterly review (subject to Clause B6)].
- B6-4 Any variation in price will be indexed linked to for example, Average Earnings Index, or the most appropriate data sets.

B7 Customer property

- B7-1 The Provider acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by or on behalf of the Customer to the Provider (**Customer Materials**) and all rights in the Customer Materials are and shall remain at all times the exclusive property of the Customer. The Provider shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than for the sole purpose of performing the Provider's obligations under the Contract and in accordance with the Customer's written instructions or authorisation.

B8 Intellectual property rights

- B8-1 In respect of any goods that are transferred to the Customer under the Contract, including without limitation the Deliverables or any part of them, the Provider warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.
- B8-2 Save as otherwise provided in the Special Conditions, the Provider assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Provider which are not assigned under this clause, the Provider grants to the Customer a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B8-3 The Provider shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- B8-4 The Provider shall, promptly at either UK SBS or the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause B8-2.

B9 Indemnity

- B9-1 The Provider shall indemnify, and shall keep indemnified, UK SBS and the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by UK SBS or the Customer as a result of or in connection with:
- B9-1-1 any claim made against UK SBS or the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Provider, its employees, agents or sub-contractors;
- B9-1-2 any claim brought against UK SBS or the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

PROTECT CONTRACT

B9-1-3 any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Provider of clause B1-7 of this Framework Agreement.

B9-2 This clause B9 shall survive termination or expiry of this Framework Agreement and any Contract.

B10 Insurance

B10-1 During the term of this Framework Agreement and for a period of four (4) years thereafter, the Provider shall maintain in force the following insurance policies with reputable insurance companies:

B10-1-1 professional indemnity insurance for not less than £1 million per claim;

B10-1-2 public liability insurance for not less than £1 million per claim (unlimited claims); and

B10-1-3 employer liability insurance for not less than £1 million per claim (unlimited claims); and

B10-1-4 the Provider will be required to increase insurance cover to reflect particular requirements of a contract awarded under further competition off the proposed Framework.

B10-2 On the Customer's written request, the Provider shall provide the Customer with copies of the insurance policy certificates and details of the cover provided.

B10-3 The Provider shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B10-4 The Provider shall:

B10-4-1 do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and

B10-4-2 notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B10-5 The Provider's liabilities under the Contract shall not be deemed to be released or limited by the Provider taking out the insurance policies referred to in clause B10-1.

PROTECT CONTRACT

B11 Liability

B11-1 In this clause B11, a reference to UK SBS's or the Customer's liability for something is a reference to any liability whatsoever which UK SBS or the Customer might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under this Framework Agreement or any Contract, in tort or otherwise, and even if it results from UK SBS's or the Customer's negligence or from negligence for which UK SBS or the Customer would otherwise be liable.

B11-2 Neither UK SBS nor the Customer is in breach of this Framework Agreement or any Contract, and neither UK SBS nor the Customer have any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of this Framework Agreement or any Contract.

B11-3 Subject to clause B11-7, neither UK SBS nor the Customer shall have any liability for:

B11-3-1 any indirect or consequential loss or damage;

B11-3-2 any loss of business, rent, profit or anticipated savings;

B11-3-3 any damage to goodwill or reputation;

B11-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Customer's premises by or on behalf of the Supplier; or

B11-3-5 any loss, damage, costs or expenses suffered or incurred by any third party.

B11-4 Subject to clause B11-7:

B11-4-1 UK SBS and the Customer's total liability in connection with this Framework Agreement shall be limited to the Charges for the Services under the most recent Contract; and

B11-4-2 UK SBS and the Customer's total liability in connection with any Contract shall be limited to the Charges for the Services under that Contract.

B11-5 Subject to clause B11-7, the Provider's total liability in connection with the Framework Agreement and any Contract shall be limited to £5 million.

B11-6 Subject to clause B11-7:

PROTECT CONTRACT

B11-6-1 the Provider's total liability in connection with this Framework Agreement shall be limited to £5 million; and

B11-6-2 the Provider's total liability in connection with any Contract shall be limited to £5 million;

B11-7 Nothing in this Framework Agreement or any Contract restricts either UK SBS's, the Customer's or the Provider's liability for:

B11-7-1 death or personal injury resulting from its negligence; or

B11-7-2 its fraud (including fraudulent misrepresentation); or

B11-7-3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

SECTION C

C1 Confidential information

C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or sub-contractors who need to know the same for the purpose of discharging that party's obligations under this Framework Agreement or any Call-Off Contract, and shall ensure that such employees, agents or sub-contractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of this Framework Agreement or any Call-Off Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of this Framework Agreement or any Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or

PROTECT CONTRACT

regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under this Framework Agreement or any Call-Off Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

- C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at that party's election, destroyed promptly) on expiry or termination of this Framework Agreement or any Call-Off Contract, and no copies shall be kept. UK SBS and the customer Confidential Information Policies will apply at all times.

C2 Transparency

- C2-1 The Provider acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as this Framework Agreement and any Call-Off Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.
- C2-2 The Provider acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Framework Agreement and any Call-Off Contract is not Confidential Information. UK SBS and the Customer shall be responsible for determining in their absolute discretion whether any of the content of this Framework Agreement or any Call-Off Contract is exempt from disclosure in accordance with the provisions of FOIA.
- C2-3 Notwithstanding any other term of this Framework Agreement or any Call-Off Contract, the Provider hereby consents to the Customer and / or UK SBS publishing this Framework Agreement and any Call-Off Contract in their entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to this Framework Agreement and any Call-Off Contract, to the general public.

C3 Force majeure

- C3-1 If any event or circumstance that is beyond the reasonable control of the Provider, and which by its nature could not have been foreseen by the Provider or, if it could have been foreseen, was unavoidable, (provided that the Provider shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Call-Off Contract) prevent the Provider from carrying out its obligations under this Framework Agreement or any Call-Off Contract for a continuous period of more than ten (10) Business Days, UK SBS may terminate this Framework Agreement, and UK SBS or the Customer may terminate this Agreement, immediately by giving written notice to the Provider.

PROTECT CONTRACT

C4 Corruption

C4-1 UK SBS shall be entitled to terminate this Framework Agreement immediately, and UK SBS or the Customer shall be entitled to terminate any Call-Off Contract immediately, and to recover from the Provider the amount of any loss resulting from such termination if the Provider or a Provider's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by UK SBS, the Customer or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Call-Off Contract, or any other agreement between the Provider and UK SBS or the Customer or any Public Body, including its award to the Provider or a Provider's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Framework Agreement or any Call-Off Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UK SBS, the Customer or any Public Body by or for the Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UK SBS or the Customer before this Framework Agreement or any Call-Off Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 UK SBS's or the Customer's costs in finding a replacement Provider;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 any loss suffered by UK SBS or the Customer as a result of a delay in its receipt of the Goods.

C5 Data protection

C5-1 The Provider shall comply at all times with all data protection and information security legislation, and seek or have appropriate accreditation (notified) to for example, but not limited to the Data Protection Act (DPA) 1998, that is applicable in the UK from time to time, and in accordance with all UK SBS and the customer Data Protection Policies, and any future revisions from time to time.

PROTECT CONTRACT

C6 Freedom of information

- C6-1 The Provider acknowledges that UK SBS and the Customer may be subject to the requirements of FOIA and EIR and shall assist and co-operate with UK SBS or the Customer (at UK SBS's or the Customer's expense) to enable them to comply with its obligations under FOIA and EIR. The Provider shall act in accordance with the FOIA, the EIR and any other similar codes of practice or guidance from time to time.
- C6-2 The Provider shall and shall procure that its employees, agents, sub-contractors and any other representatives shall:
- C6-2-1 transfer any Request for Information to UK SBS or the Customer as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;
- C6-2-2 provide UK SBS or the Customer with a copy of all Information in its possession or power in the form that UK SBS or the Customer requires within five Business Days (or such other period as UK SBS or the Customer may specify) of UK SBS or the Customer requesting that Information; and
- C6-2-3 provide all necessary assistance as reasonably requested by UK SBS or the Customer to enable UK SBS or the Customer to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- C6-3 UK SBS or the Customer shall be responsible for determining (in its absolute discretion) whether any Information:
- C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- C6-3-2 is to be disclosed in response to a Request for Information,
- and in no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so in writing by UK SBS or the Customer.
- C6-4 The Provider acknowledges that UK SBS or the Customer may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:
- C6-4-1 without consulting with the Provider, or
- C6-4-2 following consultation with the Provider and having taken its views into account.

PROTECT CONTRACT

C6-5 Where clause C6-4-2 applies UK SBS or the Customer shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention as soon as practicable after any such disclosure.

C7 General

C7-1 Entire agreement.

C7-1-1 This Framework Agreement constitutes the entire agreement between UK SBS and the Customer, and each Call-Off Contract constitutes the entire agreement between the Provider and the Customer, in relation to the supply of the Goods and the Call-Off Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability.

C7-2-1 Where more than one Customer is party to any Call-Off Contract, the liability of each such person for their respective obligations and liabilities under the Call-Off Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where more than one Customer is party to any Call-Off Contract and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Agreement.

C7-3 Assignment and sub-contracting.

C7-3-1 UK SBS may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under this Framework Agreement, and the Customer may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under any Call-Off Contract.

C7-3-2 The Provider may not assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under this Framework Agreement without UK SBS's prior written consent, and the Provider may not assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under any Call-Off Contract without UK SBS's or the relevant Customer's prior written consent.

C7-4 Further assurance.

PROTECT CONTRACT

C7-4-1 The Provider will promptly at either UK SBS's or the Customer's request do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either UK SBS or the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Agreement, including ensuring that all title in the Goods is transferred absolutely to the Customer.

C7-5 **Publicity**

C7-5-1 The Provider shall not make any press announcements or publicise this Agreement in any way without UK SBS or the Customer's prior written consent.

C7-5-2 UK SBS or the Customer shall be entitled to publicise this Agreement in accordance with any legal obligation upon UK SBS or the Customer, including any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Provider shall not do anything or cause anything to be done, which may damage the reputation of UK SBS or the Customer or bring UK SBS or the Customer into disrepute.

C7-6 **Notices.**

C7-6-1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to:

C7-6-1-a in the case of the Customer: **[NAME]**; Address: **[CUSTOMER ADDRESS]**; Fax: **[NUMBER]** (and a copy of such notice or communication shall be sent to The Market Research Category Manager at North Star House, North Star Avenue, Swindon, Wiltshire, SN2 1FF and a copy of such notice or communication shall also be sent to Procurement Policy Manager, North Star House, North Star Avenue, Swindon, Wiltshire SN2 1FF);

C7-6-1-b in the case of the Provider the address and fax number set out in the Order,

or any other address or fax number which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier or fax.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax between the hours of 9.00am and 5.00pm on a Working Day,

PROTECT CONTRACT

upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Customer. In such cases, UK SBS may give or receive any notice under the Agreement on behalf of the Customer and any notice given or received by UK SBS will be deemed to have been given or received by the Customer.

C7-7 **Severance.**

C7-7-1 If any court or competent authority finds that any provision of this Framework Agreement or any Call-Off Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Framework Agreement or the Call-Off Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of this Framework Agreement or any Call-Off Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 **Waiver.** A waiver of any right or remedy under this Framework Agreement or any Call-Off Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Framework Agreement or any Call-Off Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 **No partnership, employment or agency.** Nothing in this Framework Agreement or any Call-Off Contract creates any partnership or joint venture, nor any relationship of employment, between the Provider and either UK SBS or the Customer. Nothing in this Framework Agreement or any Call-Off Contract creates any agency between the Provider and either UK SBS or the Customer.

C7-10 **Third party rights.** A person who is not a party to this Agreement shall not have any rights under or in connection with it, except that UK SBS and the Customer that derives benefit under this Framework Agreement or any Contract may directly enforce or rely on any terms of this Contract.

C7-11 **Variation.** Any variation to this Framework Agreement or any Call-Off Contract, including any changes to the Goods, this Framework Agreement, the Special Conditions or the Order, including the introduction of any additional terms and

PROTECT CONTRACT

conditions, shall only be binding when agreed in writing by or on behalf of (in the case of this Framework Agreement) UK SBS and the Provider the Customer and (in the case of any Contract) the Customer and the Provider by way of a written notice to the Provider, and such a change shall hereinafter be called a "Variation". Any variation shall follow the procedure as defined in Schedule 8.

C7-12 Counterparts. This Framework Agreement may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.

C7-13 Complaints handling and resolution.

C7-13-1 The Provider shall notify UK SBS of any complaint made by other Contracting Bodies within five (5) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Provider's plans to resolve such Complaint.

C7-13-2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Provider to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Provider shall use all reasonable endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

C7-13-3 Within Five (5) Working Days of a request by UK SBS, the Provider shall provide full details of a Complaint to UK SBS, including details of steps taken to its resolution.

C7-14 Dispute resolution.

C7-14-1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to [those persons identified in Clause C7-6 above (or ultimately such other person of seniority up to Director level or equivalent, who may be nominated) of each Party.

C7-14-2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

C7-14-3 The obligations of the Parties under the Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute and the Provider and its employees, personnel and associates shall comply fully with the requirements of the Framework Agreement at all times.

C7-15 Governing law and jurisdiction.

C7-15-1 Subject to clause C7-13-2, this Framework Agreement and any Call-Off Contract, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties

PROTECT CONTRACT

irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-16 UK SBS and the Customer shall be free to enforce their intellectual property rights in any jurisdiction.

C7-17 Provision of management information.

C 7-17-1 The Provider shall submit Management Information to UK SBS in the form set out in Schedule 6 throughout the Term, with further terms and conditions attached at Annex B.

C 7-17-2 UK SBS may share the Management Information supplied by the Provider with any Contracting Body.

C 7-17-3 UK SBS may make changes to the Management Information which the Provider is required to supply and shall give the Provider at least thirty (30) calendar days written notice of any changes.

C7-18 Records and audit access.

C7-18-1 The Provider shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Call-Off Contracts entered into with Contracting Bodies and the amounts paid by each Contracting Body.

C7-18-2 The Provider shall keep the records and accounts referred to in Clause 17.1 above in accordance with good accountancy practice.

C7-18-3 The Provider shall afford UK SBS (or relevant Contracting Body) and/or the Auditor such access to such records and accounts as may be required from time to time.

C7-18-4 The Provider shall provide such records and accounts (together with copies of the Provider's published accounts) during the Term and for a period of six (6) years after expiry of the Term to UK SBS (or relevant Contracting Body) and the Auditor.

C7-18-5 UK SBS shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Provider or delay the provision of the Services pursuant to the Call-Off Contracts, and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of UK SBS.

C7-18-6 Subject to UK SBS's rights of confidentiality, the Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:-

C7-18-6-1 all information requested by the Auditor within the scope of the Audit;

C7-18-6-2 reasonable access to sites controlled by the Provider and to

PROTECT CONTRACT

equipment used in the provision of the Services; and

C7-18-6-3 access to the Staff.

C7-18-7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 17, unless the Audit reveals a Material Default by the Provider in which case the Provider shall reimburse UK SBS for UK SBS's reasonable costs incurred in relation to the Audit. **BY SIGNING AND RETURNING THIS FRAMEWORK AGREEMENT THE PROVIDER AGREES** to comply with all the terms of this legally binding Framework Agreement (Agreement Ref: MR130001). The Parties hereby acknowledge and agree that they have read this Framework Agreement and its Schedules and by signing below agree to be bound by the terms of this Framework Agreement.

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

NAME OF PROVIDER	
acting by i) a director and	NAME OF FIRST DIRECTOR SIGNATURE DATE OF SIGNATURE
ii) a second director OR its secretary	NAME OF SECOND DIRECTOR OR SECRETARY SIGNATURE DATE OF SIGNATURE
UK SHARED BUSINESS SERVICES LTD	
Signed by	
Name	
Date	
Position in Organisation	
for and on behalf of	UK SHARED BUSINESS SERVICES LTD
in the presence of	
Name	
Date	

PROTECT CONTRACT

PROTECT CONTRACT

Special Conditions (Service Level Standards):

UK SBS expects the Provider to meet the following standards, as a minimum, for the provision of the Services;

To provide a list of all team members who will work on a specific project and their respective responsibilities;

Provision of regular status reports of all work as it progresses in a consistent format. The frequency of these needs to be agreed with the Customer;

Provision of contact reports within two working days of each Customer meeting in consistent format;

Deadlines for approval must at all times be reasonable and realistic, enabling UK SBS and/or the Customer sufficient time to thoroughly check the work and attain appropriate approvals where necessary, by giving a minimum of 14 Working Days to inspect and subsequently approve the Deliverables, subject to Clause B1-5.

An experienced named Account Manager to work on the project, to act as the key contact between the Contractor and the Customer and to attend all status meetings;

Prompt acknowledgement of all communications from UK SBS, and/ or the Customer, and immediate notification of anticipated problems in meeting deadlines;

Prompt responses to request for information or clarification from UK SBS, and/ or the Customer;

Regular confirmation that work is proceeding to schedule;

Participation in end-of-project review meetings where these are specified by UK SBS and/ or the Customer.

To ensure that any Service Levels that may be detailed in any Call-Off Contract, are satisfactorily being met or exceeded, in the performance and delivery of the Services.

UK SBS reserves the right to add to these standards, as required from time to time, for individual contracts.

PROTECT CONTRACT

SCHEDULE 1

SERVICES AND LOTS

PART A

THE SERVICES

UK SBS MARKET RESEARCH SERVICES FRAMEWORK

PART B

SERVICES FRAMEWORK LOTS AND DESCRIPTION

Lot 1: Secondary Research;

This lot will cover all secondary research requirements where understanding the existing evidence base is the principal focus of the work. The lot may include but is not restricted to requirements for

- Literature reviews, including systematic reviews
- Rapid evidence assessments and scoping / mapping exercises
- Discourse analysis
- Analysing existing data sets¹
- Stakeholder or 'expert' interviews to supplement the above (e.g. primary research with key stakeholders may be required to access, contextualise and understand any documented knowledge).

Access to suppliers with expertise in accessing and analysing evidence from a wide variety of sources will be required within this Lot, including but not restricted to: qualitative and/or quantitative research reports and datasets, academic literature, think-pieces and policy documentation. Suppliers will need to demonstrate their capability in

- Identifying and selecting appropriate material for inclusion in secondary research reviews; including use of appropriate strategies and channels for information retrieval
- Reviewing, analysing and synthesising evidence in an appropriate way to meet the requirement
- Producing high quality analytical reports – suppliers should be experienced in reporting secondary research findings that are suitable for publication and sufficiently robust to withstand external scrutiny

Working with the client team and where relevant, research stakeholders and other agencies, to deliver workshops or other approaches to embed findings and recommendations within the organisation, and help optimise their impact within future work.

Lot 2: Strategic Planning and Development;

This lot will cover all strategic planning and development research requirements. This may include, but is not restricted to, requirements for:

- Informing policy design and formulation

PROTECT CONTRACT

- Market reviews and analysis
- Attitudinal and behavioural research
- Customer profiling and segmentation
- Strategic communications development
- Gaining insight in social trends to identify/inform future strategy/policy

Access to both qualitative and quantitative research will be required within this lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

Examples of research methodologies and analytical approaches that may be required include, but are not restricted to:

- Qualitative research and engagement approaches such as deliberative engagement, collaborative engagement / co-creation and other qualitative approaches
- Quantitative research, such as telephone/online/face-to-face surveys to quantify attitudes and behaviours relevant to policy development, develop market segmentation models and to inform pricing research
- Observational and behavioural approaches, such as ethnography and neuroscience
- Analytical approaches, such as PEST(LE), scenario planning and semiotics

It may also include secondary research or panel research as one component – but not the primary or sole component - of the business solution.

Suppliers will need to demonstrate their capability in strategic planning and development research, with reference to particular areas of expertise in methodology, technique or analytical approach.

Suppliers need to demonstrate their capability in tailoring approaches and outputs to meet the needs of complex strategic planning contexts and to maximise the impact of the insight that is generated.

Lot 3: Communications/Concept Development;

This lot will cover research, qualitative and quantitative, designed to develop and test for products, services and communications.

This may include, but is not restricted to:

- Communications and branding research
- Brand development and testing
- Proposition development and testing
- Message testing

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- Creative development research
- Channel testing
- New product/service development research and concept testing

Access to both Qualitative and Quantitative Research will be required within this lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

For communications-related research requirements, suppliers will need to demonstrate their capability in the range of communications channels, including paid for advertising, as well as earned (PR, sponsorship/partnerships, word-of-mouth) and owned channels (government website or social media pages/accounts).

Lot 4: Performance Tracking and Evaluation;

This lot will cover all performance/reputation audit and customer/stakeholder satisfaction research requirements. This may include but is not restrictive to requirements for:

- Customer/Stakeholder satisfaction research
- Customer/Stakeholder service evaluation research
- Customer/Stakeholder satisfaction/perceptions
- Understanding and measuring performance, reputation and stakeholder satisfaction through social media
- Reputation tracking/audit

Access to both Qualitative and Quantitative Research will be required within this lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

The following specialist methodologies have been identified as potential requirements and suppliers with one or more of these capabilities will need to demonstrate their ability in providing these services:

- Senior decision maker qualitative research
- Complex longitudinal quantitative studies
- Omnibus research
- Mystery shopping

***stakeholders could include employees**

Lot 5: Communications Evaluation Research;

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This lot will cover all research to monitor the impact and effectiveness of our communications. Research in this lot may relate to public, staff or stakeholders and may include, but not be restricted to, requirements for:

- Understanding the impact of our communications and campaigns
- Understanding brand awareness and perceptions
- General perceptions tracking / audit
- Understanding behaviour change in response to our communication activities
- Campaign/brand evaluation through social media

Primarily, both qualitative and quantitative approaches would be required in this lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

However there are also requirements for capabilities in monitoring and analysing secondary (including social media) sources, and modelling techniques. Across the Lot, suppliers will need to demonstrate their:

- Ability to draw out meaningful insights and recommendations from data that will help to drive improved government communications.
- Capabilities in communications evaluation based research, with reference to particular areas of expertise in methodology, technique or analytical approach

For communications-related research requirements, suppliers should refer to, and demonstrate, how their capability relates to the range of communications channels, i.e. paid- for advertising, earned channels (PR, sponsorship/partnerships, word-of-mouth) and owned channels (government website or social media pages/accounts).

Lot 6: Research Support Services;

This lot will cover any requirements for support in specific elements of the market research process. This may include but is not restrictive to requirements for:

- Interviewing
- Recruiting
- Substantive data manipulation
- Data processing and tabulation
- Expert statistical advice
- Advanced data
- Analysis and re-analysis
- Statistical modelling
- Report writing
- Social Media Monitoring

Access to both Qualitative and Quantitative Research will be required within this lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

However this excludes substantive data manipulation which would be covered under Lot 7

Lot 7: Panels;

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This lot will cover the requirements concerning the creation and management of panels for continuous or longitudinal research. This lot is to be used where the use of panels is the primary or sole component of the business solution. This may include but is not restrictive to requirements for:

- Issues management
- Market segmentation
- Usage and attitude studies
- Brand research
- Product feedback
- Positioning research
- New product/service development
- New product concept tests
- Qualitative exploration
- Conjoint or other advanced quantitative methods
- Communications testing
- Tracking studies

Access to both Qualitative and Quantitative Research will be required within this lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

The following methodologies and analytical approaches have been identified as potential requirements and suppliers with one or more of these capabilities will need to demonstrate their ability in providing these services:

- Quantitative (i.e. telephone)
- Qualitative (i.e. depth interviews, focus groups)
- Online (i.e. discussion communities)
- Deliberative (i.e. citizens' panels, deliberative polls, workshops and Consumer Advisory Panels (CAP))

Panel solutions currently available in the market provide organisations with the option of full-service, self-service or assisted self-service alternatives for conducting research. All approaches are relevant to this lot.

Suppliers will need to demonstrate their capability in panel management, including recruitment and screening of panellists, incentivisation, engagement and retention strategies, managing panellist turnover (resulting from drop-out or purging), and facilitating communication (i.e. provision of reports and feedback, email updates, newsletters, forums, or bulletin boards).

Suppliers will also need to demonstrate their understanding of issues concerning panel health and how associated risks are mitigated, specifically factors motivating panellist participation and determining frequency of contact/burden rules.

Lot 8: Specialist Audiences;

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This lot covers all primary research requirements where the audience is the priority over and above the business issue. Three audience groups have been identified as requiring specialist expertise: young people, language and culture and hidden populations. These audiences are not mutually exclusive, although it is recognised that suppliers may not have expertise in all three. Suppliers will be evaluated on their capability in the audience or audiences for which they are bidding.

Sub Lot 8.1 Young People;

This lot covers all research requirements that primarily or uniquely apply to young people aged 16 years and below.

Suppliers will need to demonstrate their capability to research this audience, and provide evidence that they meet the necessary legal, industry and data protection requirements to undertake research among young people.

Access to both quantitative and qualitative research will be required within this sub-lot. It is recognised that suppliers may not have expertise in both, and therefore will be asked to identify whether they are bidding as a qualitative supplier, quantitative supplier or both. Suppliers will be evaluated on their capability in the type of research for which they are bidding.

Suppliers will need to demonstrate their expertise in the methodologies or techniques that they use in researching this audience.

Sub Lot 8.2 Language and Culture;

This lot covers all research requirements that primarily or uniquely apply to one or more of the following audiences:

- Black African
- Black Caribbean
- Indian
- Pakistani
- Bangladeshi
- Chinese
- Eastern European
- Welsh Speakers

Suppliers will need to demonstrate an understanding of one or more of these communities, the faith groups within those communities where applicable, and a facility with the relevant language(s).

Qualitative research will be required within this sub-lot for UK-based research and, for international research; access to both quantitative and qualitative research will be required

Suppliers will need to demonstrate their expertise in accessing one or more of these audiences, and the methodologies or techniques that they use in researching those audiences.

Sub Lot 8.3 Hidden Populations;

This lot covers all research requirements that primarily or uniquely apply to one or more of the following hidden populations:

- Those with learning difficulties – *to include low literacy / numeracy*
- Those with physical health conditions or impairments – *disabled, chronic / long term, to include visually impaired and aurally impaired*
- Those with mental health conditions or impairments – *chronic / long term, can include drug and alcohol misuse*
- Offenders and ex-offenders

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- Victims of crime – *to include relationship abuse*
- Those exhibiting deviant or anti-social behaviours – *to include drug and alcohol misuse, sexual behaviour, relationship abuse*

Access to qualitative research will be required within this sub-lot.

Suppliers will need to demonstrate their expertise in accessing one or more of these populations, and the methodologies or techniques that they use in researching these populations.

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PART C

PROVIDER'S LOTS

(TO BE COMPLETED AT CONTRACT AWARD STAGE)

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SCHEDULE 2:

Part A

ORDERING PROCEDURE GUIDANCE

1. AWARD PROCEDURE

1.1 Where the Authority or any Other Contracting Body sources the Services through the Framework Agreement, it will award its requirements for Services in accordance with the procedure in this Schedule 2 (Ordering Procedure Guidance) and the requirements of the Regulations.

1.2 If a Contracting Body can determine that:

1.2.1 its requirements for Services can be met by the Provider's catalogue of Services as set out in the Provider's description of Services on the CCS & UK SBS website;

1.2.2 the Provider provides the most economically advantageous solution in respect of the Contracting Body's requirements for Services; and

1.2.3 all of the terms of the proposed contract are laid down in this Framework Agreement and the Call Off Terms do not require amendment or any supplementary terms and conditions;

then the Contracting Body may place an Order in accordance with the Direct Ordering Procedure set out in paragraph 2 below.

1.3 If all of the terms of the proposed contract are not laid down in this Framework Agreement and a Contracting Body:

1.3.1 requires the Provider to develop proposals or a solution in respect of such Contracting Body's requirements for Services; and/or

1.3.2 wants to invite the Provider to propose a Charging Structure which is more beneficial (compared to that set out in this Framework Agreement) to the Contracting Body; and/or

1.3.3 needs to amend or refine the Call-Off Terms to reflect its requirements for Services to the extent permitted by and in accordance with the Regulations and Guidance;

then the Contracting Body shall place an Order in accordance with the procedures set out in Paragraph 3 below.

1.4 Contracting Bodies shall be entitled to share information relating to further competitions run by Contracting Bodies pursuant to this Framework Agreement and Orders that it places with the Provider and pricing information (which includes information on prices tendered in a further competition, even where an Order is not placed) and the terms of any Call-Off Contract, with any Crown Body or any other Contracting Body from time to time, subject always to the provisions of Clause C1 (Confidential information).

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2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1.2 above any Contracting Body ordering Services under the Framework without holding a further competition shall:

2.1.1 develop a clear Specification statement setting out its requirements for the Services to be delivered;

2.1.2 apply the Direct Award Criteria to the catalogue of Services for all Providers capable of meeting the requirements of the Specification in order to establish which of the Framework Providers provides the most economically advantageous solution; and

2.1.3 on the basis set out above, award its Services by placing an Order with the successful Framework Provider in accordance with paragraph 6 below.

3. FURTHER COMPETITION PROCEDURE

3.1 Contracting Body's Obligations

Any Contracting Body ordering Services under the Framework through a further competition shall:

3.1.1 develop a Specification statement setting out its requirements for the Services and identify the Framework Providers capable of supplying the Services to be delivered;

3.1.2 refine the Call-Off Terms to reflect its requirements for Services only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;

3.1.3 invite tenders by conducting a further-competition for its requirements for Services in accordance with the Regulations and Guidance and in particular:

the Contracting Body shall:

(i) invite the Framework Providers to develop a proposed Statement of work setting out their respective proposals in respect of such Contracting Body's requirements for Services and submit a tender in writing for each specific contract to be awarded by giving written notice by email to the relevant representative of each Framework Provider;

(ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders; and

(iii) keep each tender unopened until the time limit set out in paragraph 3.1.3 (ii) above has expired

3.1.4 apply the Further Competition Award Criteria to the Framework Providers' compliant tenders submitted through the further competition as the basis of its decision to award a Call-Off Contract for its requirements for Services;

3.1.5 on the basis set out above, award its requirements for Services by placing an Order with the successful Framework Provider in accordance with paragraph 6 which:

(a) states the requirements for Services;

PROTECT CONTRACT

(b) states the Statement of work submitted by the successful Framework Provider;

(c) states the charges payable for the requirements for Services in accordance with the tender submitted by the successful Framework Provider; and

(d) incorporates the Call-Off Terms applicable to the Services to be delivered,

3.1.6 provide unsuccessful Framework Providers with feedback in relation to the reasons why their tenders were unsuccessful.

3.2 The Provider's Obligations

The Provider will in writing, by the time and date specified by the Contracting Body in accordance with paragraph 3.1.3 provide the Contracting Body with either:

3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant requirements for Services to be delivered; or

3.2.2 the Statement of work and full details of its tender made in respect of the relevant requirements for Services. In the event that the Provider submits a Statement of work, it should include, as a minimum:

(a) an email response subject line to comprise unique reference number and Provider name, so as to clearly identify the Provider;

(b) a brief summary, in the email, stating whether or not the Provider is bidding for the requirements for Services to be delivered;

(c) a proposal covering the requirements for Services.

(d) CVs of Key Personnel – as a minimum any senior research lead, with others, as considered appropriate along with required staff levels; and

(e) confirmation of potential discounts applicable to the work, as referenced in Schedule 3 (Charging Structure).

3.2.3 The Provider shall ensure that any prices submitted in relation to a further competition held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any potential discounts to which the Contracting Body may be entitled as set out in Schedule 3 (Charging Structure).

3.2.4 The Provider agrees that:

(a) all tenders submitted by the Provider in relation to a further competition held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Authority for thirty (30) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the (Ordering Procedure Guidance); and

(b) all tenders submitted by the Provider are made in good faith and that the Provider has not fixed or adjusted the amount of the offer by or in accordance with any agreement or

PROTECT CONTRACT

arrangement with any other person. The Provider certifies that it has not and undertakes that it will not:

- (i) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer from a sub-contractor and/or consortium member for example; and
- (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

4. NO AWARD

Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in paragraph 2 or 3, the Contracting Body shall be entitled at all times to decline to make an award for its requirements for Services. Nothing in this Framework Agreement shall oblige any Contracting Body to place any Order for the Services.

5. RESPONSIBILITY FOR AWARDS

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

5.1.1 the conduct of other Contracting Bodies in relation to the Framework; or

5.1.2 the performance or non-performance of any Call-Off Contracts between the Provider and other Contracting Bodies entered into pursuant to the Framework.

6. FORM OF ORDER

6.1 Subject to paragraphs 1 to 5 above, each Contracting Body may place an Order with the Provider by serving an order in writing in substantially the form as set out in Schedule 4: Order Form.

6.2 The Contracting Body in placing an Order pursuant to paragraph 6.1 above shall enter a Call-Off Contract with the Provider for the provision of Services referred to in that Order. A Call-Off Contract shall be effective from the commencement date that is specified in the Call-Off Contract.

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SCHEDULE 2

Part B

AWARD CRITERIA

Part 1

Direct Award Criteria (Awards without re-opening competition)

Contracting Bodies who adopt this process must follow the procedures as set out below:

- Determine requirements (in accordance with paragraph 1.2 of Schedule 2 Part A (Ordering Procedure Guidance));
- Identify Providers capable of delivering specific requirements; and
- Final criteria and weightings will be defined by the individual requirement as set out in the Call-Off specification.
- Select the Framework Provider with the lowest price in accordance with the Maximum Day Rates in Schedule 3 Part B (Pricing Matrices).

Part 2

Further Competition Award Criteria (Awards following Mini-Competitions)

A mini-competition will be held with all capable providers within the appropriate Lot(s) invited to tender

Criteria to be considered, but not limited to, will include capacity, policy and technical expertise, understanding of the requirement; value for money.

Final criteria and weightings will be defined by the individual requirement as set out in the Call-Off specification.

The following criteria and weightings shall be applied to Framework Provider's compliant tenders submitted through the further competition. Due to the range and complexities of the public sector customer base and requirements, the Authority, subject to the Regulations and the Guidance, reserves the right for Contracting Bodies to define the sub-criteria, including weightings as part of the further competition process.

Evaluation criteria	Criteria Weighting %	Sub-criteria	Sub-criteria Weighting %
Quality	60%	To be determined by the Contracting Body	To be determined by the Contracting Body
Price	40%	To be determined by the Contracting Body	To be determined by the Contracting Body

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SCHEDULE 3

(TO BE COMPLETED AT CONTRACT AWARD STAGE)

PART A

CHARGING STRUCTURE

1. GENERAL PROVISIONS

- 1.1 The Framework Prices set out in this Schedule 3 Part B are the maximum that the Provider may charge pursuant to any Call-Off Contract. For the avoidance of doubt, the provisions of this Schedule do not stop Contracting Bodies from agreeing Charges that are lower than the Framework Prices.
- 1.2 The Provider acknowledges and agrees that any Charges submitted in relation to a further competition held in accordance with Schedule 2 (Award Criteria) and Clause B1 (Supply of Service) shall be equal to or lower than the Framework Prices.
- 1.3 The Provider acknowledges that the Framework Prices may be reviewed and adjusted if necessary from time to time in accordance with Clauses B1-9, B1-10 and B5 (Value for Money objectives).
- 1.4 The Provider acknowledges and agrees that the Framework Prices cannot be increased during the first two (2) Contract Years.

2. FRAMEWORK PRICES

- 2.1 The commercial model for this Framework Agreement will be based on a standard economic unit of a rate per day per role, (Maximum Day Rate).
- 2.2 Maximum Day Rates shall be used within the further competition process as maximum rates. Maximum Day Rates cannot be exceeded throughout the life of the Framework Agreement.
- 2.3 All prices and rates shall be dealt with on an “open book” basis. “Open book” means the transparent sharing of all accounting information including actual costs in order to aid financial governance and to enable structured cost reduction initiatives.
- 2.4 Contracting Bodies may elect to invite bids during further competition using a range of commercial mechanisms including, but not limited to, actual day rates, day rates capped, fixed, milestone payment, payment by results or target costing payment models.
- 2.5 The Framework Prices comprise Maximum Day Rates, which exclude breaks. Maximum Day Rates are based on a Working Day consisting of eight (8) hours (excluding breaks). Maximum Day Rates shall be inclusive of travel and related expenses to the Base Location. Any additional travel and related expenses shall only be payable to the Provider where any entitlement is specified in Schedule 4 (Order Form including Call-Off Terms and Conditions), and as set out generally in Clause B4, and specifically in Clauses B4-3 and B4-4 (Charges and payment).
- 2.6 The Maximum Day Rates tendered shall include all associated costs in the provision of Staff and the Services in general, including, but not limited to account management, internal processes and provision of management information. No additional charges shall be paid by the Authority or Contracting Body.

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2.7 The Provider shall not charge for any more than eight (8) working hours in one day. The Maximum Day Rates for each role of the Provider Staff and for each Lot where the Provider has secured a place on this Framework Agreement (in each case exclusive of VAT) are as follows:

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PART B

PRICING MATRICES

Note:

If during the lifetime of the Framework there are promotions for an individual from one role to that of a higher position, the descriptors and experience of that higher position must be met.

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SCHEDULE 4

ORDER FORM

Template Provided Overleaf

ORDER FORM
Framework Agreement

FROM

Authority	
Service Address	
Invoice Address	
Contact Ref:	Name: Phone: e-mail:
Order Number	To be quoted on all correspondence relating to this Order:
Order Date	

TO

Provider:	
For the attention of: E-mail Telephone number	
Address	

1. SERVICES REQUIREMENTS

(1.1) Services [and Deliverables] Required:
--

(1.2) Commencement Date:

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(1.3) Price Payable by Authority
(1.4) Completion Date:

2 ADDITIONAL REQUIREMENTS
(2.1) Supplemental Requirements in addition to Call-Off Terms and Conditions:
(2.2) Variations to Call-Off Terms and Conditions

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(3.1) Key Personnel of the Provider to be involved in the Services [and deliverables]:
(3.2) Performance Standards
(3.3) Location(s) at which the Services are to be provided:

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(3.4) Quality Standards
(3.5) Contract Monitoring Arrangements

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-

(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Authority to provide the Service specified in this Order Form together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form. Incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and UK SBS on [Insert date as Appropriate] and any subsequent signed variations to the terms and conditions.

For and on behalf of the Provider:-

Name and Title	
Signature	
Date	

For and on behalf of the Authority-

Name and Title	
Signature	
Date	

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SCHEDULE 5

CALL-OFF TERMS AND CONDITIONS

As contained in this Framework Agreement, and any subsequent amendments or revisions, from time to time, pursuant to the delivery of Services within this Framework Agreement.

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SCHEDULE 6

MANAGEMENT INFORMATION (MI) REQUIREMENTS

Management Information Required	Frequency/Date Required
Contractor Financial Assurance Declaration	Within one month of submitting annual returns and accounts for the organisation to Companies House; or within 10 months of the end of the Contractor's accounting year where Contractors are not required to submit form AR01 to Companies House.
Full and final Security Plan	Within 20 Working Days after the Commencement Date and reviewed at least annually thereafter.

Appendix A – Annual Financial Assurance Declaration

Where the Provider has more than one contract with the Authority the information and returns detailed in this section will only be required at an organisational level not contract level.

1 Financial information required on an ongoing or annual basis

- 1.1 The Provider is required to disclose material changes to the organisation that impact on the ongoing financial viability including details of the revenue replacement strategy and impact awareness on the organisation's profitability and stability where significant contracts are due to end.
- 1.2 The Provider is required to notify UK SBS immediately of proposed changes to the organisational control or group structure, proposed mergers or acquisitions or proposed changes to the Provider's financial viability.
- 1.3 The Provider is required to disclose value and details of Services performed, that was not part of this Framework Agreement, but could have reasonably been actioned as a Call-Off Contract through this Framework.
- 1.4 The Provider is required to disclose all expenses incurred, whether direct or indirect in the execution of a Call-Off Contract, and give assurance to UK SBS that the Provider is making best endeavours to ensure adherence to the UK SBS Travel and Expenses policy.

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2 Annual Assurance Declaration

2.1 The Provider will complete and return the Annual Assurance Declaration to:

UK Shared Business Services Ltd (UK SBS)
North Star House,
North Star Avenue,
Swindon,
Wiltshire, SN2 1FF

Or e-mail to
research@uksbs.co.uk

Annex 1

1 Information from Providers who are not required to submit form AR01 to Companies House

1.1 Where Providers are not required to submit form AR01 to Companies House, they must supply a copy of the Annual Accounts as appropriate for the Country in which they are registered, including Balance Sheets and Profit and Loss Accounts with associated accounting policies and notes to the accounts within the ten (10) Months of the end of the accounting period, together with the following information:

- Organisation name in full
- Registered Company number (if any)
- Annual Return made up date
- Principal Business Activities – give a brief description of your business activities
- Company Type e.g. Public or Private
- Registered Office Address of the Organisation
- The address where the organisation keeps company records if not at the Registered Office
- The name and address of the company secretary, where applicable
- For all Company Directors provide details including name, country/state of residence, nationality, date of birth and business occupation of all the company's directors

1.2 If the company has share capital, the annual return must also contain:

- Information about the issued share capital; and
- Details of the shareholders.

Annex 2

Annual Provider Financial Assurance Declaration

Provider's name:

Provider's address:

1. We enclose the following documents for UK SBS –

Document required	Explanation if not supplied
a) Annual Accounts	
b) Annual Return	
c) Forecast Accounts	
d) Current Borrowing	
e) Supply chain monitoring	

2. We declare that the information supplied to UK SBS provides a complete, true and fair view of the Organisation's financial position and performance for the year ending
3. We have declared to UK SBS any proposed changes to the control or structure of the Organisation, proposed mergers or acquisitions, or any changes to the Organisation's Financial Viability. We have disclosed any material changes to borrowing potential / overdraft facility. We have disclosed to UK SBS our supply chain monitoring process and any material changes to our supply chain.

Signed:.....

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Name:.....

Position in Organisation:.....

On behalf of:.....

Date:.....

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SCHEDULE 7

COMMERCIALLY SENSITIVE INFORMATION

- 1 UK SBS acknowledges that the Provider has requested that the following information be treated as Commercially Sensitive Information;

[To be inserted at contract award stage]

Document	Page Number	Section	Condition or paragraph number	Explanation of harm which may result from disclosure and time period applicable to any sensitivity

- 2 UK SBS may consult with the Provider on any request for information, identified as Commercially Sensitive, under the FOIA.
- 3 UK SBS reserves the right to disclose any Commercially Sensitive Information held within this Framework Agreement in response to a request under the FOIA as set out at Clauses C2-2 and C6 of this Agreement.
- 4 UK SBS will automatically publish all information provided by the Provider **not** identified in this Schedule as constituting Commercially Sensitive Information provided that it satisfies the requirements of the FOIA.
- 5 UK SBS reserves the right to determine whether any information provided in this Schedule does constitute Commercially Sensitive Information prior to publication.

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SCHEDULE 8

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. Introduction

- 1.1 Schedule 8 details the scope of the variations permitted and the process to be followed where UK SBS proposes a variation to the Framework Agreement.
- 1.2 UK SBS may propose a variation to the Framework Agreement under Schedule 8 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. Procedure for proposing a Variation

- 2.1 Except where paragraph 5 applies, UK SBS may propose a variation using the procedure contained in this paragraph 2.
 - 2.2 In order to propose a variation, UK SBS shall serve each Services Framework Provider with a Notice of Variation.
 - 2.3 The Notice of Variation shall:-
 - 2.3.1 contain details of the proposed variation providing sufficient information to allow each Services Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - 2.3.2 require each Services Framework Provider to notify UK SBS within thirty (30) days of any proposed changes to the prices set out in its Pricing Matrices.
 - 2.4 Upon receipt of the Notice of Variation, each Services Framework Provider has thirty (30) days to respond in writing with any objections to the variation.
 - 2.5 Where UK SBS does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, UK SBS may then serve each Services Framework Provider with a written agreement detailing the variation to be signed and returned by each Services Framework Provider within thirty (30) days of receipt.
 - 2.6 Upon receipt of a signed agreement from each Services Framework Provider, UK SBS shall notify all Services Framework Providers in writing of the commencement date of the variation.
- #### 3. Objections to a Variation
- 3.1 In the event that UK SBS receives one or more written objections to a variation, UK SBS may:-
 - 3.1.1 withdraw the proposed variation; or
 - 3.1.2 propose an amendment to the variation.

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4. **Changes to the Pricing Matrices**

- 4.1 Where a Services Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, UK SBS may require further evidence from the Services Framework Provider that any additional costs to the Services Framework Provider will be kept to a minimum.
- 4.2 UK SBS may require the Services Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to The Services Framework Provider's Pricing Matrices is agreed by UK SBS, UK SBS shall notify its acceptance of the change to the Services Framework Provider in writing.
- 4.4 In the event that UK SBS and the Services Framework Provider cannot agree to the changes to the Pricing Matrices, UK SBS may:-
 - 4.4.1 withdraw the variation; or
 - 4.4.2 propose an amendment to the variation

5. **Variations which are not permitted**

- 5.1 In addition to the provisions contained in paragraph 1.2, UK SBS may not propose any variation which:-
 - 5.1.1 may prevent one or more of the Services Framework Providers from performing its obligations under the Framework Agreement; or
 - 5.1.2 is in contravention of any Law.

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SCHEDULE 9

SECURITY REQUIREMENTS AND PLAN

A condition of any call off will be that the original Security Plan (identified in the RFQ Part E Specification with Bidders Response) and also at Appendix 1 will need to be updated as necessary and resubmitted with a bid unless the decision has been taken in advance that a Generic Security Accreditation Document (GSAD) will be appropriate. Information regarding GSADs will be made available if applicable to the call off contract.

UK SBS will expect Providers to achieve compliance in this process within twenty (20) Working Days see Security Plan Development paragraph 3.3 of being awarded to this Framework Agreement. However, the Provider should also be able to demonstrate compliance already achieved during the Call-Off phase, should they subsequently be awarded a contract.

1 Introduction

- 1.1 This schedule covers;
 - a) Principles of security for the Provider system, derived from the Security Policy, including without limitation principles of physical and information security;
 - b) The creation of the Security Plan;
 - c) Audit and testing of the Security Plan;
 - d) Conformance to ISO/IEC: 27002 (Information Security Code of Practice) and ISO/IEC 27001 (Information Security Requirements Specification) (Standard Specification); and
 - e) Breaches of security.

2 Principles of Security

- 2.1 The Provider acknowledges that UK SBS places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Provider System. The Provider also acknowledges the confidentiality of UK SBS's Data.
- 2.2 The Provider shall be responsible for the security of the Provider System and shall at all times provide a level of security which;
 - a) is in accordance with Good Industry Practice and Law;
 - b) complies with the Security Policy;
 - c) meets any specific security threats to the Provider System.
- 2.3 Without limiting paragraph 2.2, the Provider shall at all times ensure that the level of security employed in the provision of the Services is appropriate to minimise the following risks:
 - a) loss of integrity of Authority Data;

PROTECT CONTRACT

- b) loss of confidentiality of Authority Data;
- c) unauthorised access to, use of, or interference with Authority Data by any person or organisation;
- d) unauthorised access to network elements and buildings;
- e) use of the Provider System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
- f) loss of availability of Authority Data due to any failure or compromise of the Services.

3 Security Plan

Introduction

- 3.1 The Provider shall develop, implement and maintain a Security Plan to apply during the Term, which will be approved by UK SBS, tested, periodically updated and audited in accordance with this Schedule.
- 3.2 A draft Security Plan provided by the Provider as part of its bid is set out in Appendix 1.

Development

- 3.3 Within twenty (20) Working Days after the Commencement Date and in accordance with paragraphs 3.10 to 3.12 (Amendment and Revision), the Provider will prepare and deliver to UK SBS for approval the full and final Security Plan which will be based on the draft Security Plan set out in Appendix 1.
- 3.4 If the Security Plan is approved by UK SBS it will be adopted immediately. If the Security Plan is not approved by UK SBS the Provider shall amend it within ten (10) Working Days of a notice of non-approval from UK SBS and re-submit to UK SBS for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to UK SBS. If UK SBS does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 37 Dispute Resolution. No approval to be given by UK SBS pursuant to this paragraph 3.4 of this schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.9 shall be deemed to be reasonable.

Content

- 3.5 The Security Plan will set out the security measures in place by the Provider in relation to the Framework Agreement and shall at all times comply with:
 - a) the provisions of this Framework Agreement and this schedule (including the principles set out in paragraph 2);
 - b) the provisions of Appendix 1 relating to security;
 - c) ISO/IEC27002 and ISO/IEC27001;
 - d) the data protection compliance guidance produced by UK SBS;
- 3.6 The references to standards, guidance and policies set out in paragraph 3.5 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

PROTECT CONTRACT

- 3.7 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Provider should notify UK SBS's representative of such inconsistency immediately upon becoming aware of the same, and UK SBS's representative shall, as soon as practicable, advise the Provider which provision the Provider shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001.
- 3.9 Where the Security Plan references any document which is not in the possession of UK SBS, a copy of the document will be made available to UK SBS upon request. The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Provider and UK SBS engaged in the Services and shall not reference any other documents which are not either in the possession of UK SBS or otherwise specified in this schedule.

Amendment and Revision

- 3.10 The Security Plan will be fully reviewed and updated by the Provider annually or from time to time to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any new perceived or changed threats to the Provider System;
 - c) a reasonable request by UK SBS;
- 3.11 The Provider will provide UK SBS with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to UK SBS.
- 3.12 Any change or amendment which the Provider proposes to make to the Security Plan as a result of an Authority request or change to the Appendix 1 or otherwise shall be subject to the Framework Agreement Variation Procedure (Schedule 8) and shall not be implemented until approved in writing by UK SBS.

4 Audit and Testing

- 4.1 The Provider shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with UK SBS.
- 4.2 UK SBS shall be entitled to send a representative to witness the conduct of the Security Tests. The Provider shall provide UK SBS with the results of such tests (in a form approved by UK SBS in advance) as soon as practicable after completion of each Security Test.
- 4.3 Where any Security Test carried out pursuant to paragraphs 4.2 above reveals any actual or potential security failure or weaknesses, the Provider shall promptly notify UK SBS of any changes to the Security Plan (and the implementation thereof) which the Provider proposes to make in order to correct such failure or weakness. Subject to UK SBS's approval in accordance with paragraph 3.12, the Provider shall implement such changes to the Security Plan in accordance with the timetable agreed with UK SBS or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy or security requirements, the change to the Security Plan shall be at no additional cost to UK SBS. For the purposes of this paragraph 4, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

PROTECT CONTRACT

5 Breach of Security

5.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.

5.2 Upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Provider shall;

- a) immediately take all reasonable steps necessary to;
 - i) remedy such breach against any such potential or attempted breach or threat; and
 - ii) prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by UK SBS. In the event that such action is taken in response to a breach that is determined by UK SBS acting reasonably not to be covered by the obligations of the Provider under this Framework, then the Provider shall be entitled to refer the matter to the Framework Agreement Variation Procedure (Schedule 8).

- b) as soon as reasonably practicable provide to UK SBS full details (using such reporting mechanism as may be specified by UK SBS from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

Appendix 1 – Draft Framework Security Plan

[InfoNote As provided by Provider as part of its bid]

Appendix 2 - SECURITY POLICY FOR PROVIDERS

1. UK SBS treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any Personal Data for which the UK SBS is the Data Controller.
2. In order to protect Customer and UK SBS information appropriately, our Providers must provide the security measures and safeguards appropriate to the nature and use of the information. All providers of services to the UK SBS must comply, and be able to demonstrate compliance, with the Department's relevant policies and standards.
3. The Chief Executive or other suitable senior official of each Provider must agree in writing to comply with these policies and standards. Each Provider must also appoint a named officer who will act as a first point of contact with the Department for security issues. In addition all staff working for the Provider and where relevant sub-contractors, with access to Departmental IT Systems, Services or Departmental information must be made aware of these requirements and must comply with them.
4. All Providers must comply with the relevant British and International Security Standards.
5. The following are key requirements and all Providers must comply with relevant UK SBS policies concerning:
 6. **Personnel Security**
 - 6.1. Staff recruitment in accordance with government requirements for pre-employment checks, for example enhanced CRB checks to be in place, should it be necessary for particular requirements of a contract, and will be advised during the Call-Off process.
 - 6.2. Staff training and awareness of Customer security and any specific contract requirements.
7. **Secure Information Handling and Transfers**
 - 7.1. Physical and electronic handling, processing and transferring of UK SBS Data, including secure access to systems and the use of encryption where appropriate, for which security levels will be determined by the particular requirements of a contract, and will be advised during the Call-Off process.
8. **Portable Media**

PROTECT CONTRACT

- 8.1. The use of encrypted laptops and encrypted storage devices and other removable media when handling Departmental information.

9. Offshoring

- 9.1. The Department's Data must not be processed outside the United Kingdom without the prior written consent of UK SBS and must at all times comply with the Data Protection Act 1998.

10. Premises Security

- 10.1. Security of premises and control of access.

11. Security Incidents

- 11.1 Includes identification, managing and agreed reporting procedures for actual or suspected security breaches.

- 11.2 All Providers must implement appropriate arrangements which ensure that the Department's information and any other Departmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.

- 11.3 It is the Provider's responsibility to monitor compliance of any sub-contractors and provide assurance to UK SBS.

- 11.4 Failure to comply with any of these Policies or Standards could result in termination of current Framework.