



DATED [dd/mm/yyyy]

CROWN PROSECUTION SERVICE

and

[SUPPLIER NAME]

ELECTRONIC PREPARATION AND PRESENTATION OF EVIDENCE (EPPE)

FRAMEWORK AGREEMENT

REFERENCE: PR 12/2016

TABLE OF CONTENT

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

K.	MISCELLANEOUS AND GOVERNING LAW	34
33.	COMPLIANCE.....	34
34.	ASSIGNMENT AND NOVATION	35
35.	WAIVER AND CUMULATIVE REMEDIES.....	35
36.	RELATIONSHIP OF THE PARTIES	35
37.	PREVENTION OF FRAUD AND BRIBERY	36
38.	CONFLICTS OF INTEREST	37
39.	SEVERANCE.....	38
40.	FURTHER ASSURANCES	38
41.	ENTIRE AGREEMENT	38
42.	THIRD PARTY RIGHTS.....	38
43.	NOTICES	39
44.	COMPLAINTS HANDLING.....	41
45.	DISPUTE RESOLUTION	41
46.	GOVERNING LAW AND JURISDICTION.....	41
	FRAMEWORK SCHEDULE 1: DEFINITIONS.....	43
	FRAMEWORK SCHEDULE 2: GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS.....	59
	PART B – KEY PERFORMANCE INDICATORS.....	97
	FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES	103
	ANNEX 1: grade DAY RATES AND ADJUSTMENTS.....	108
	FRAMEWORK SCHEDULE 4: ORDER FORM AND CALL-OFFTERMS.....	110
	ANNEX 1: ORDER FORM.....	110
	FRAMEWORK SCHEDULE 5: CALL-OFFPROCEDURE	111
	FRAMEWORK SCHEDULE 6: AWARD CRITERIA	115
	FRAMEWORK SCHEDULE 7: KEY SUB-SUPPLIERS	117
	FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION.....	121
	ANNEX 1: MI REPORTING TEMPLATE.....	124
	FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE	125
	FRAMEWORK SCHEDULE 11: MARKETING	127
	FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING	128
	FRAMEWORK SCHEDULE 13: GUARANTEE	133
	FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS	134
	ANNEX 1: REQUIRED INSURANCES.....	137
	1. Insured.....	139
	FRAMEWORK SCHEDULE 15: [NOT USED].....	142
	FRAMEWORK SCHEDULE 16: FINANCIAL DISTRESS.....	143
	1. DEFINITIONS	143
	ANNEX 1: RATING AGENCIES.....	148
	ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS	149
	FRAMEWORK SCHEDULE 17: COMMERCIALY SENSITIVE INFORMATION	150

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE 151
FRAMEWORK SCHEDULE 19: VARIATION FORM..... 156
FRAMEWORK SCHEDULE 20: TENDER 158

This Framework Agreement is made on [insert Framework Commencement Date dd/mm/yyyy]

BETWEEN:

- (1) the Crown Prosecution Service whose offices are located at Rose Court, 2 Southwark Bridge, London, SE1 9HS (the "**Authority**");
- (2) [insert COMPANY'S NAME] which is a company registered in [England and Wales] under company number [insert company no.] and whose registered office is at [insert address] (the "Supplier").

RECITALS:

The Authority placed a contract notice [insert the OJEU reference number] on [insert date of issue of OJEU dd/mm/yyyy] (the "**OJEU Notice**") in the Official Journal of the European Union seeking tenders from providers of Electronic Preparation and Presentation of Evidence (**EPPE**)

- A interested in entering into a framework arrangement for the supply of such Goods and/or Services to Contracting Bodies.
- B [On [insert date of issue of ITT dd/mm/yyyy] the Authority issued an invitation to tender (the "Invitation to Tender") for the provision of EPPE services.
- C In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on [insert date dd/mm/yyyy] (set out in Framework Schedule 20 (Tender)) (the "**Tender**") through which it represented to the Authority that it is capable of delivering the Goods and/or Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Goods and/or Services in an efficient and cost effective manner.
- D On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement for five (5) Lots along with a number of other suppliers appointed to the Framework to provide the Goods and/or Services to Contracting Bodies from time to time on a Call-Off basis in accordance with this Framework Agreement.
- E This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Goods and/or Services which may be required by Contracting Bodies, the template terms and conditions for any Call-Off Agreement which Contracting Bodies may enter into and the obligations of the Supplier during and after the Framework Period.
- F It is the Parties' intention that there will be no obligation for any Contracting Body to award any Call-Off Agreements under this Framework Agreement during the Framework Period.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.

1.1.2 If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

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

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

- (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
- 1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:
- (a) the Clauses and Framework Schedule 1 (Definitions);
 - (b) Framework Schedules 1 to 19 inclusive;
 - (c) Framework Schedule 20 (Tender).
- 1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call-Off Agreement, the provisions of this Framework Agreement shall prevail over those of the Call-Off Agreement save that:
- (a) any refinement to the Template Order Form and Template Call-Off Terms permitted for the purposes of a Call-Off Agreement under Clause 4 and Framework Schedule 5 (Call-Off Procedure) shall prevail over Framework Schedule 4 (Template Order Form and Template Call –Off Terms); and
 - (b) subject to Clause 1.2.4, the Call-Off Agreement shall prevail over Framework Schedule 20 (Tender).
- 1.2.4 Where Framework Schedule 20 (Tender) contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. SUPPLIER'S APPOINTMENT

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

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 Without prejudice to Clause 42 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and/or Services by the Supplier.
- 3.2 The Supplier acknowledges and agrees that:
- 3.2.1 there is no obligation whatsoever on the Authority or on any Other Contracting Body to invite or select the Supplier to provide any Goods and/or Services and/or to purchase any Goods and/or Services under this Framework Agreement and

- 3.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority and/or Other Contracting Bodies in relation to the provision of the Goods and/or Services by the Supplier and that the Authority and Other Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.
- 3.3 In the event that any Other Contracting Body makes an approach to the Supplier with a request for the supply of Equivalent Goods and/or Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Body, and before any supply of Equivalent Goods and/or Services is made, inform such Other Contracting Body of the existence of this Framework and the Other Contracting Body's ability to award Call-Off Agreements for Goods and/or Services pursuant to this Framework Agreement.

4. CALL-OFF PROCEDURE

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

5. ASSISTANCE IN RELATED PROCUREMENTS

- 5.1 Where a Relevant Supplier is bidding to provide New Goods and/or Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Goods and/or Services to a Contracting Body, the Supplier shall promptly provide the relevant Contracting Body and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Body and/or the Relevant Supplier, as appropriate, to:
- 5.1.1 carry out appropriate due diligence with respect to the provision of the New Goods and/or Services;
 - 5.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Goods and/or Services and the New Goods and/or Services;
 - 5.1.3 carry out a fair Further Competition Procedure for the New Goods and/or Services; and make a proper assessment as to the risk related to the New Goods and/or Services.
- 5.2 **When performing its obligations in Clause 5.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.**

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Each Party represents and warrants that:

- 6.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;
 - 6.1.2 this Framework Agreement is executed by its duly authorised representative;
 - 6.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
 - 6.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
- 6.2 The Supplier represents and warrants that:
- 6.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 6.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
 - 6.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
 - 6.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
 - 6.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to the Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
 - 6.2.6 as at the Framework Commencement Date, it has notified the Authority and throughout the Framework Period it shall keep the Authority notified in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
 - 6.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Supplier) to the Authority which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
 - 6.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any

virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority and/or Other Contracting Bodies.

- 6.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
 - 6.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
 - 6.2.11 for the duration of this Framework Agreement and any Call-Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call-Off Agreements, the Supplier shall not actively seek to employ or offer employment to any staff of the Authority or the staff of any Contracting Body who has been associated with the procurement and/or provision of the Goods and/or Services without Approval or the prior written consent of the relevant Contracting Body; and
 - 6.2.12 in performing its obligations under this Framework Agreement and any Call-Off Agreement, the Supplier shall not (to the extent possible in the circumstances) discriminate between Contracting Bodies on the basis of their respective sizes.
- 6.3 Each of the representations and warranties set out in Clauses 6.1 and 6.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
 - 6.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 6.1 and 6.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
 - 6.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
 - 6.6 Each time that a Call-Off Agreement is entered into, the warranties and representations in Clauses 6.1 and 6.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

B. DURATION OF FRAMEWORK AGREEMENT

7. GUARANTEE [NOT USED]

8. FRAMEWORK PERIOD

- 8.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire either:

- 8.1.1 at the end of the Initial Framework Period; or
 - 8.1.2 where the Authority elects to extend the Initial Framework Period in accordance with Clause 8.2 below, at the end of the Extension Framework Period,
 - 8.1.3 unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.
- 8.2 The Authority may extend the duration of this Framework Agreement for any period or periods up to a maximum of twenty four (24) months in total from the expiry of the Initial Framework Period by giving the Supplier no less than three (3) Months' written notice.

C. FRAMEWORK AGREEMENT PERFORMANCE

9. FRAMEWORK AGREEMENT PERFORMANCE

- 9.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:
- 9.1.1 The requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);
 - 9.1.2 the terms and conditions of the respective Call-Off Agreements;
 - 9.1.3 Good Industry Practice;
 - 9.1.4 all applicable Standards; and
 - 9.1.5 in compliance with all applicable Law.
- 9.2 The Supplier shall bring to the attention of the Authority, any conflict between any of the requirements of Clause 9.1 and shall comply with the Authority's decision on the resolution of any such conflict.

10. KEY PERFORMANCE INDICATORS

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

11. STANDARDS

- 11.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call-Off Agreement, including the Standards set out in Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- 11.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by a Contracting Body under a Call-Off Agreement, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

- 11.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or a Contracting Body's receipt under a Call-Off Agreement, of the Goods and/or Services is explained to the Authority and the Contracting Body (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 11.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.
- 11.5 The Supplier should note (when designing and delivering Services to the Authority and any Contracting Body which is a Crown Body) the intention of the Authority to conform to HM Government's ICT Strategy and the set of standards (such as those associated with the adoption of cross government cloud services and the adoption of the Public Services Network (PSN) for network service provision) related to that strategy.
- 11.6 Where a standard, policy or document is referred to in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

12. CONTINUOUS IMPROVEMENT

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

13. CALL-OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

- 13.1 The Supplier shall perform all its obligations under all Call-Off Agreements entered into with the Authority or any Other Contracting Body:
- 13.1.1 in accordance with the requirements of this Framework Agreement;
 - 13.1.2 in accordance with the terms and conditions of the respective Call-Off Agreements.
- 13.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 13.1.1 and 13.1.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of any such conflict.

D. FRAMEWORK AGREEMENT GOVERNANCE

14. FRAMEWORK AGREEMENT MANAGEMENT

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

15. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

- 15.1 The Supplier shall keep and maintain, until the later of:
- 15.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or
 - 15.1.2 seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or
 - 15.1.3 such other date as may be agreed between the Parties,
- full and accurate records and accounts of the operation of this Framework Agreement, including the Call-Off Agreements entered into with Contracting Bodies, the Goods and/or Services provided pursuant to the Call-Off Agreements, and the amounts paid by each Contracting Body under the Call-Off Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.
- 15.2 The Supplier shall keep the records and accounts referred to in Clause 15.1 in accordance with Good Industry Practice and Law.
- 15.3 The Supplier shall provide the Authority with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier's management team or by the Supplier's external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.
- 15.4 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:
- 15.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - 15.4.2 all related invoices are completely and accurately included in the MI Reports;
 - 15.4.3 all Charges to Contracting Bodies comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and
 - 15.4.4 an additional sample of twenty (20) public sector orders identified from the Supplier's order processing and invoicing systems as orders not placed under this Framework Agreement (where such orders have been received by the Supplier in the relevant period) have been correctly identified as such and state which procurement route was used to place those orders.
- 15.5 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.
- 15.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 15.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Suppliers of any of the Supplier's obligations under this Framework Agreement, including for the following purposes to:

- 15.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Body under a Call-Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);
 - 15.6.2 verify the costs of the Supplier (including the costs of all Sub-Suppliers and any third party suppliers) in connection with the provision of the Services;
 - 15.6.3 verify the Open Book Data;
 - 15.6.4 verify the Supplier's and each Sub-Supplier's compliance with the applicable Law;
 - 15.6.5 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 15.6.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Suppliers or their ability to perform the Services;
 - 15.6.7 obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 15.6.8 review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
 - 15.6.9 carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 15.6.10 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 15.6.11 verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
 - 15.6.12 review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - 15.6.13 review the integrity, confidentiality and security of the Authority Personal Data; and/or
 - 15.6.14 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Supplier's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
- 15.7 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services pursuant to the Call-Off Agreements, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority.

15.8 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

15.8.1 all information within the scope of the Audit requested by the Auditor;

15.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Goods and/or Services; and

15.8.3 access to the Supplier Personnel.

16. CHANGE

16.1 Variation Procedure

16.1.1 Subject to the provisions of this Clause 16 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices), the Authority may request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

16.1.2 The Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a Variation by completing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

16.1.3 The Supplier shall respond to the Authority's request pursuant to Clause 16.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.

16.1.4 In the event that:

(a) the Supplier is unable to agree to or provide the Variation; and/or

(b) the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof,

(c) the Authority may:

(i) agree to continue to perform its obligations under this Framework Agreement without the Variation; or

(ii) terminate this Framework Agreement with immediate effect.

16.2 Legislative Change

16.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase the Framework Prices as the result of:

(a) a General Change in Law; or

(b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.

16.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 16.2.1(b)), the Supplier shall:

(a) notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Goods and/or Services, the Framework Prices or this Framework Agreement; and

(b) provide the Authority with evidence:

(i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Suppliers;

(ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and

(iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking), has been taken into account in amending the Framework Prices.

16.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 16.2.1(b)) shall be implemented in accordance with Clause 16.1 (Variation Procedure).

E. TAXATION AND VALUE FOR MONEY PROVISIONS

17. MANAGEMENT CHARGE [NOT USED]

18. PROMOTING TAX COMPLIANCE

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

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

18.1.2 promptly provide to the Authority:

(a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonable require.

19. BENCHMARKING

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

20. FINANCIAL DISTRESS

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

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

21. [NOT USED]

22. SUPPLY CHAIN RIGHTS AND PROTECTION

22.1 Appointment of Key Sub-Suppliers

22.1.1 The Authority has consented to the engagement of the Key Sub-Suppliers listed in Framework Schedule 7 (Key Sub-Suppliers).

22.1.2 Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Supplier, it must obtain the prior written consent of the Authority and the Contracting Body with whom it has entered into a Call-Off Agreement and shall at the time of requesting such consent, provide the Authority with the information detailed in Clause 22.1.3. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. The Authority and/or the Contracting Body may reasonably withhold their consent to the appointment of a Key Sub-Supplier if either of them considers that:

- (a) the appointment of a proposed Key Sub-Supplier may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
- (b) the proposed Key Sub-Supplier is unreliable and/or has not provided reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Supplier employs unfit persons; and/or
- (d) the Supplier in their Tender in Schedule 20, stated that they would not employ sub-Suppliers and did not provide evidence relating to their processes and competencies relating to the selection and management of sub-Suppliers.

22.1.3 The Supplier shall provide the Authority and the Contracting Body with whom the Supplier has entered into a Call-Off Agreement with the following information in respect of the proposed Key Sub-Supplier:

- (a) the proposed Key Sub-Supplier's name, registered office and company registration number;
- (b) the scope/description of any Goods and/or Services to be provided by the proposed Key Sub-Supplier;
- (c) where the proposed Key Sub-Supplier is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
- (d) Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
- (e) Credit Rating Threshold (as defined in Framework Schedule 16 (Financial Distress)) of the Key Sub-Supplier.

22.1.4 If requested by the Authority and/or the Contracting Body with whom the Supplier has entered into a Call-Off Agreement, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 22.1.3, the Supplier shall also provide:

- (a) a copy of the proposed Key Sub-Contract; and
- (b) any further information reasonably requested by the Authority and/or the Contracting Body with whom the Supplier has entered into a Call-Off Agreement.

22.1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
- (b) a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
- (c) a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority;
- (e) obligations no less onerous on the Sub-Supplier than those imposed on the Supplier under this Framework Agreement in respect of:
 - (i) the data protection requirements set out in Clause 24.5 (Protection of Personal Data);
 - (ii) the FOIA requirements set out in Clause 24.4 (Freedom of Information);
 - (iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 25 (Publicity and Branding);
 - (iv) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 15 (Records, Audit Access and Open Book Data);
 - (vi) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 30 (Authority Termination Rights) and 32 (Consequences of Expiry or Termination) of this Framework Agreement;
- (f) a provision restricting the ability of the Key Sub-Supplier to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority.

22.2 Supply Chain Protection

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

- (a) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Supplier within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and

(b) a right for the Authority and any Contracting Body with whom the Supplier has entered a Call-Off Agreement to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

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

22.2.3 Notwithstanding any provision of Clauses 24.2 (Confidentiality) and 25 (Publicity and Branding) if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Supplier's invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

22.3 Termination of Sub-Contracts

22.3.1 The Authority may require the Supplier to terminate:

(a) a Sub-Contract where:

(i) the acts or omissions of the relevant Sub-Supplier have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 30 (Authority Termination Rights) except Clause 30.5 (Termination Without Cause); and/or

(ii) the relevant Sub-Supplier or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Supplier's obligations in relation to the Goods and/or Services or otherwise; and/or

(b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Supplier, unless:

(i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

(ii) the Authority has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

22.3.2 Where the Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 22.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Goods and/or Services.

22.4 Competitive Terms

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

(a) require the Supplier to replace its existing commercial terms with its Sub-Supplier with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or

(b) subject to Clause 22.3 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Supplier or third party in respect of the relevant item.

22.4.2 If the Authority exercises the option pursuant to Clause 22.4, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 16.1 (Variation Procedure).

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

(a) the Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and

(b) any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

22.5 Retention of Legal Obligations

22.5.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 22, the Supplier shall remain responsible for all acts and omissions of its Sub-Suppliers and the acts and omissions of those employed or engaged by the Sub-Suppliers as if they were its own.

G. INTELLECTUAL PROPERTY AND INFORMATION

23. INTELLECTUAL PROPERTY RIGHTS

23.1 Allocation of title to IPR

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

23.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 23.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

23.1.3 Subject to Clauses 23.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

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

23.2 IPR Indemnity

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

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

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

- (a) procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Authority; and
 - (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Goods and/or Services.

23.2.4 If the Supplier elects to procure a licence in accordance with Clause 23.2.3(a) or to modify or replace an item pursuant to Clause 23.2.3(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Authority may terminate this Framework Agreement by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 23.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the modified or substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

24. PROVISION AND PROTECTION OF INFORMATION

24.1 Provision of Management Information

24.1.1 The Supplier shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).

24.1.2 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

- (a) use and to share with any Other Contracting Body and Relevant Person; and/or
- (b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Authority for the Authority's normal operational activities including but not limited to administering this Framework Agreement and/or all Call-Off Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

24.1.3 The Authority shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.

24.1.4 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 24.1.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.

24.2 Confidentiality

- 24.2.1 For the purposes of this Clause 24.2, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 24.2.2 Except to the extent set out in this Clause 24.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 24.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 24.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 24.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 24.2.5 Subject to Clauses 24.2.2 and 24.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

24.2.6 Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 24.2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

24.2.7 The Authority may disclose the Confidential Information of the Supplier:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in 24.2.5 (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
- (f) on a confidential basis to a proposed Transferee body as defined under Clause 34.4 (Assignment and Novation) in connection with any assignment, novation transfer, or disposal of any of its rights, obligations or liabilities under this Framework Agreement, or successor in title to the Authority;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 24.

24.2.8 For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 24.2.7 shall include information relating to Call-Off Agreements, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call-Off Agreement) and the terms of any Call-Off Agreement may be shared with any Central Government Body or Other Contracting Body from time to time.

24.2.9 Nothing in this Clause 24.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

24.2.10 In the event that the Supplier fails to comply with Clauses 24.2.2 to 24.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

24.3 Transparency

24.3.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement is not Confidential Information. The Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

24.3.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.

24.3.3 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

24.4 Freedom of Information

24.4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier's possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

24.4.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

24.5 Protection of Personal Data

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

24.5.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Framework Agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement);
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under this Clause 24.5.2 and Clause 24.2 (Confidentiality);
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Framework Agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the Authority within five (5) Working Days if it receives:
 - (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to at Clause 24.5.2(e), including by promptly providing:
 - (i) the Authority with full details and copies of the complaint, communication or request;

(ii) where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and

(iii) the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and

(g) if requested by the Authority, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 24.5.2 and provide to the Authority copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

24.5.3 The Supplier shall not Process or cause or permit any Personal Data to be transferred in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “**Restricted Countries**”) without the Approval of the Authority. If, after the Framework Commencement Date, the Supplier or any Sub-Supplier wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a variation to the Authority which, if it is agreed by the Authority, shall be dealt with in accordance with Clause 16.1 (Variation Procedure) and Clauses 24.5.3(b) to 24.5.3(d);
- (b) the Supplier shall set out in its proposal to the Authority for a Variation, details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Suppliers or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority’s compliance with the DPA;
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework

Agreement or a separate data processing agreement between the Parties; and

- (ii) procuring that any Sub-Supplier or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Authority on such terms as may be required by the Authority; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Supplier relating to the relevant Personal Data transfer,

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

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

25. PUBLICITY AND BRANDING

25.1 Subject to Clause 26 (Marketing), the Supplier shall not:

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

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

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

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

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

26. MARKETING

- 26.1 The Supplier shall undertake marketing of this Framework Agreement and the Goods and/or Services on behalf of the Authority to Other Contracting Bodies in accordance with the provisions of Framework Schedule 11 (Marketing).
- 26.2 The Supplier shall obtain the Authority's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Authority within one (1) Month of receipt of such notice, the Authority shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

H. LIABILITY AND INSURANCE

27. LIABILITY

- 27.1 Neither Party excludes or limits its liability for:
- 27.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Suppliers (as applicable);
 - 27.1.2 bribery or Fraud by it or its employees; or
 - 27.1.3 any liability to the extent it cannot be excluded or limited by Law.
- 27.2 In addition to Clause 27.1, the Supplier's total aggregate liability in respect of the indemnities in Clause 23.2 (IPR Indemnity) (whether before or after the making of a demand pursuant to the indemnities therein) and breaches of Clause 24.5 (Protection of Personal Data) and Clause 24.2 (Confidentiality) shall be unlimited.
- 27.3 NOT USED
- 27.4 Subject to Clauses 27.1 and 27.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of defaults by the other Party shall in no event exceed:
- 27.4.1 in relation to any Defaults occurring from the Framework Commencement Date to the end of the first Contract Year, two hundred thousand pounds (£200,000);
 - 27.4.2 in relation to any Defaults occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, the higher of the sum of two hundred thousand pounds (£200,000) in each such Contract Year or a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the previous Contract Year; and
 - 27.4.3 in relation to any Defaults occurring in each Contract Year that commences after the end of the Framework Period, the higher of two hundred thousand pounds (£200,000) in each such Contract Year and a sum equal to one hundred or twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework

Agreement in the last Contract Year commencing during the Framework Period.

- 27.5 Subject to Clause 27.1, neither Party shall be liable to the other Party for any:
- 27.5.1 indirect, special or consequential Loss;
 - 27.5.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 27.6 Subject to Clause 27.3, and notwithstanding Clause 27.5, the Supplier acknowledges that the Authority may recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:
- 27.6.1 any Management Charge or Default Management Charge which are due and payable to the Authority;
 - 27.6.2 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 27.6.3 any wasted expenditure or charges;
 - 27.6.4 the additional cost of procuring Replacement Goods and/or Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Framework Agreement;
 - 27.6.5 any compensation or interest paid to a third party by the Authority;
 - 27.6.6 any fine, penalty or costs incurred by the Authority pursuant to Law.
- 27.7 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 27.8 Any Default Management Charge shall not be taken into consideration when calculating the Supplier's liability under Clause 27.3.
- 27.9 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 27 shall not limit the Supplier's liability to a Contracting Body under any Call-Off Agreement and the Supplier's liability under a Call-Off Agreement shall be as provided for in that Call-Off Agreement only.

28. INSURANCE

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

I. REMEDIES

29. AUTHORITY REMEDIES

29.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 30.1 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

29.1.1 The Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, an Improvement Plan within ten (10) Working Days of a written request by the Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.

29.1.2 The Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings.

29.1.3 The Authority shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.

29.1.4 In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:

- (a) fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
- (b) fails to implement an Improvement Plan Approved by the Authority;
then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Authority shall be entitled to terminate this Framework Agreement.

J. TERMINATION AND SUSPENSION

30. **AUTHORITY TERMINATION RIGHTS**

30.1 **Termination on Material Default**

30.1.1 The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier fails to accept a Call-Off Agreement pursuant to paragraph **Error! Reference source not found.** of Framework Schedule 5 (Call-off Procedure);
- (b) a Contracting Body terminates a Call-Off Agreement for the Supplier's breach of that Call-Off Agreement;
- (c) the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
- (d) in the event of two (2) or more failures by the Supplier to meet the specific KPI Targets at Framework Schedule 2 (except in relation to the "Spend under Management", "On Time Delivery" and "On Quote Delivery" KPIs set out in Part B of Framework Schedule 2 (Goods and/or

Services and Key Performance Indicators)), whether the failures relate to the same or different KPI targets, in any rolling period of three (3) Months;

- (e) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 16.1.4(c)(ii) (Variation Procedure);
 - (ii) Clause 24.2.10 (Confidentiality);
 - (iii) Clause 37.6.2 (Prevention of Fraud and Bribery);
 - (iv) Clause 33.1.2 (Compliance)
 - (v) Clause 38.3 (Conflicts of Interest);
 - (vi) paragraph **Error! Reference source not found.** of ramework Schedule 9 (Management Information); and/or
 - (vii) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
- (f) the Supplier commits a Default of any of the following Clauses or Framework Schedules:
 - (i) Clause 6 (Representations and Warranties);
 - (ii) Clause 9 (Framework Agreement Performance);
 - (iii) Clause 15 (Records, Audit Access and Open Book Data);
 - (iv) Clause **Error! Reference source not found.** (Management harge);
 - (v) Clause 17 (Promoting Tax Compliance);
 - (vi) Clause 22 (Supply Chain Rights and Protection);
 - (vii) Clause 24.1 (Provision of Management Information);
 - (viii) Clause 24.4 (Freedom of Information);
 - (ix) Clause 24.5 (Protection of Personal Data);
 - (x) paragraph 1.2 of Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and/or
 - (xi) paragraph 2.3 of Part A of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and/or
 - (xii) paragraph 4 of Framework Schedule 16 (Financial Distress); and/or
- (g) the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or
- (h) the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

30.2 NOT USED

30.3 Termination on Insolvency

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

30.4 Termination on Change of Control

30.4.1 The Supplier shall notify the Authority immediately the Supplier undergoes a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control has occurred or is planned or in contemplation; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,
but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

30.5 Termination Without Cause

30.5.1 The Authority shall have the right to terminate this Framework Agreement with effect from at any time following six (6) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

30.6 Partial Termination

30.6.1 Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 30.6 provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

30.6.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 16.1 (Variation Procedure) including the effect that the partial termination may have on the provision of any other Goods and/or Services and the Framework Prices provided that:

- (a) the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Contracting Body's termination rights under Clause 30 (Authority Termination Rights) with the exception of Clause 30.5 (Termination Without Cause); and
- (b) the Supplier shall not be entitled to reject the variation.

31. SUSPENSION OF SUPPLIER'S APPOINTMENT

- 31.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 30 (Authority Termination Rights), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call-Off Agreement during the period specified in the Authority's notice.
- 31.2 Any suspension under Clause 31.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.
- 31.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call-Off Agreements concluded prior to the suspension notice.
- 31.4 If the Authority provides notice to the Supplier in accordance with this Clause 31.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.
- 31.5 For the avoidance of doubt, no period of suspension under this Clause 31 shall result in an extension of the Framework Period.

32. CONSEQUENCES OF EXPIRY OR TERMINATION

- 32.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 32.
- 32.2 Termination or expiry of this Framework Agreement shall not cause any Call-Off Agreements to terminate automatically. For the avoidance of doubt, all Call-Off Agreements shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call-Off Agreement and the Supplier shall continue to pay any Management Charge due to the Authority in relation to such Call-Off Agreements, notwithstanding the termination or expiry of this Framework Agreement.
- 32.3 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any and all of the Authority's Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Authority and is reasonably necessary for such compliance).
- 32.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 32.5 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:

- 32.5.1 Clauses 1 (Definitions and Interpretation), 6 (Representations and Warranties), 9 (Framework Agreement Performance), 15 (Records, Audit Access and Open Book Data), **Error! Reference source not found.** (Management Charge), 20 (Financial Distress), 23 (Intellectual Property Rights), 24.1 (Provision of Management Information), 24.2 (Confidentiality), 24.3 (Transparency), 24.4 (Freedom of Information), 24.5 (Protection of Personal Data), 27 (Liability), 28 (Insurance), 32 (Consequences of Expiry or Termination), 33 (Compliance), 35 (Waiver and Cumulative Remedies), 37 (Prevention of Fraud and Bribery), 39 (Severance), 41 (Entire Agreement), 42 (Third Party Rights), 43 (Notices), 44 (Complaints Handling), 45 (Dispute Resolution) and 46 (Governing Law and Jurisdiction); and
- 32.5.2 Framework Schedules 2 (Goods and/or Services and Key Performance Indicators), 3 (Framework Prices), 7 (Key Sub-Suppliers), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking), 13 (Guarantee)], 14 (Insurance Requirements), 16 (Financial Distress), 17 (Commercially Sensitive Information) and 20 (Tender).

K. MISCELLANEOUS AND GOVERNING LAW

33. COMPLIANCE

33.1 Compliance with Law

- 33.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
- 33.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 33.1.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

33.2 Equality and Diversity

33.2.1 The Supplier shall:

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

33.3 Official Secrets Act and Finance Act

33.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

34. ASSIGNMENT AND NOVATION

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

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

34.2.1 any Other Contracting Body; or

34.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

34.2.3 any private sector body which substantially performs the functions of the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 34.2.

34.3 A change in the legal status of the Authority such that it ceases to be a Contracting Body shall not, subject to Clause 34.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.

34.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Body or if a body which is not a Contracting Body succeeds the Authority (both "**Transferee**" in the rest of this Clause) the right of termination of the Authority in Clause 30.3 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 30.3 (Termination on Insolvency)) and to Supplier in the definition of Insolvency Event were references to the Transferee.

35. WAIVER AND CUMULATIVE REMEDIES

35.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 43 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

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

36. RELATIONSHIP OF THE PARTIES

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

37. PREVENTION OF FRAUD AND BRIBERY

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

37.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

37.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

37.2 The Supplier shall not during the Framework Period:

37.2.1 commit a Prohibited Act; and/or

37.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, Suppliers, sub-Suppliers or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

37.3 The Supplier shall during the Framework Period:

37.3.1 establish, maintain and enforce, and require that its Sub-Suppliers establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

37.3.2 keep appropriate records of its compliance with its obligations under Clause 37.3.1 and make such records available to the Authority on request;

37.3.3 if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 37.3 of all persons associated with the Supplier or its Sub-Suppliers who are responsible for supplying the Goods and/or Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and

37.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

- 37.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 37.1, or has reason to believe that it has or any of the Supplier Personnel has:
- 37.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 37.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 37.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 37.5 If the Supplier makes a notification to the Authority pursuant to Clause 37.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 15 (Records, Audit Access and Open Book Data).
- 37.6 If the Supplier breaches Clause 37.1, the Authority may by notice:
- 37.6.1 require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 37.6.2 immediately terminate this Framework Agreement for material Default.
- 37.7 Any notice served by the Authority under Clause 37.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

38. CONFLICTS OF INTEREST

- 38.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority and Other Contracting Bodies under the provisions of this Framework Agreement or any Call-Off Agreement.
- 38.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Body if such conflict referred to in Clause 38.1 arises or may reasonably be foreseen as arising.
- 38.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call-Off

Agreement. The action of the Authority pursuant to this Clause 38 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

39. SEVERANCE

39.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.

39.2 In the event that any deemed deletion under Clause 39.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

39.3 If the Parties are unable to resolve any Dispute arising under this Clause 39 within twenty (20) Working Days of the date of the notice given pursuant to Clause 39.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 39.

40. FURTHER ASSURANCES

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

41. ENTIRE AGREEMENT

41.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

41.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

41.3 Nothing in this Clause 41 shall exclude any liability in respect of misrepresentations made fraudulently.

42. THIRD PARTY RIGHTS

42.1 The provisions of:

42.1.1 Clauses: 3 (Scope of Framework Agreement), 4 (Call-Off Procedure), 5 (Assistance in Related Procurements), 6 (Representations and Warranties), **Error! Reference source not found.** (Guarantee) 13 (Call-Off Performance Under Framework Agreement Performance), 15 (Records, Audit Access and Open Book Data), 24.5 (Protection of

Personal Data), 28 (Insurance), 33.2 (Equality and Diversity) and 42 (Third Party Rights); and

42.1.2 Framework Schedules 3 (Framework Prices), 5 (Call-Off Procedure), 13 (Guarantee), 14 (Insurance Requirements) and 20 (Tender),

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

42.2 Subject to Clause 42.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

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

42.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 42.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

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

43. NOTICES

43.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 43, an e-mail is accepted as being "in writing".

43.2 Subject to Clause 43.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clause 43.3)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

43.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 43.2:

43.3.1 any Termination Notice under Clause 30 (Authority Termination Rights), including in respect of partial termination;

43.3.2 any notice in respect of:

- (a) Suspension of Supplier's appointment (Clause 31)
- (b) Waiver (Clause 35);
- (c) Default or default of the Authority; and

43.3.3 any Dispute Notice.

43.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 43.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 43.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

43.5 This Clause 43 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 18 (Dispute Resolution Procedure)).

43.6 For the purposes of this Clause 43, the address of each Party shall be:

43.6.1 For the Authority:

Crown Prosecution Service

Rose Court
2 Southwark Bridge Road
London
SE1 9HS

For the attention of: the EPPE Framework Manager

43.6.2 For the Supplier:

[insert name of supplier]

Address: [insert address of supplier]

For the attention of: [insert supplier contact name]

43.7 Either Party may change its address for service by serving a notice in accordance with this Clause 43.

43.8 This Clause 43 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure)

44. COMPLAINTS HANDLING

44.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Bodies, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.

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

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

45. DISPUTE RESOLUTION

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

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

46. GOVERNING LAW AND JURISDICTION

46.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its

subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

46.2 Subject to Clause 45 (Dispute Resolution) and Framework Schedule 18 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

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

Signed duly authorised for and on behalf of the SUPPLIER

Signature:

Name:

Position:

Date

Signed for and on behalf of the AUTHORITY

Signature:

Name:

Position:

Date

FRAMEWORK SCHEDULE 1: DEFINITIONS

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

Admin Fees	means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority at the following link: http://ccs.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
Affiliates	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
Approval	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
Audit	means an audit carried out pursuant to Clause 15 (Records, Audit Access and Open Book Data);
Audit Report	means a report summarising the testing completed and the actions arising following an Audit;
Auditor	means the Authority, and/or Other Contracting Body who is a party to a Call-Off Agreement, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
Authority	means the Contracting Body stated in the preamble to this Framework Agreement;
Authority Personal Data	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier;
Authority Representative	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
Authority's Confidential Information	means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Authority and/or Other Contracting Bodies, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
Branding Guidance	means the Authority's guidance in relation to the use of branding available at http://www.buyingsolutions.gov.uk/categories/brand
Call-Off Agreement	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between a Contracting Body and the Supplier pursuant to Framework

	Schedule 5 (Call-Off Procedure);
Call-Off Procedure	means the process for awarding a Call-Off Agreement pursuant to Clause 4 (Call-Off Procedure) and Framework Schedule 5 (Call-Off Procedure);
CEDR	means the Centre for Effective Dispute Resolution;
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
Change in Law	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Template Call-Off Terms which comes into force after the Framework Commencement Date;
Change of Control	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
Charges	means the charges raised under or in connection with a Call-Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
Charging Structure	means the structure as set out by the Contracting Body in Annex 1 of Call-Off Agreement Schedule 3 (Call-Off Agreement Charges, Payment & Invoicing) to be used in the establishment of the charging model which is applicable to each Call-Off Agreement, which structure is consistent with the provisions set out in Framework Schedule 3 (Framework Prices);
Commercially Sensitive Information	means the Supplier's Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information: <ul style="list-style-type: none"> a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret;
Comparable Supply	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;

Complaint	means any formal written complaint raised by a Contracting Body in relation to the performance of this Framework Agreement or any Call-Off Agreement in accordance with Clause 44 (Complaints Handling);
Confidential Information	means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
Continuous Improvement	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
Contract Year	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
Contracting Bodies	means bodies listed in paragraph VI.3 of the OJEU Notice, and other organisations that obtain permission from the Authority to use the Framework Agreement. and " Contracting Body " shall be construed accordingly;
Contracting Bodies' Data	Source Material Provided by Contracting Bodies that shall be protected at OFFICIAL-SENSITIVE level
Contracting Bodies Information	Information regarding Contracting Body Staff, premises and business processes that shall be protected at OFFICIAL level.
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
Costs	<p>means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Supplier (as the context requires), calculated per Man Day (as defined within the Call-Off Agreement), of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the

	<p>Contracting Bodies under any Call-Off Agreements;</p> <p>b) costs incurred in respect of those Supplier Assets which are detailed on the Registers (“Supplier Assets” and “Register” shall have the meaning given to them under Call-Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Bodies or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;</p> <p>d) Reimbursable Expenses to the extent these are incurred in delivering any Resource Based Services</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>ii) financing or similar costs;</p> <p>iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call-Off Agreements whether in relation to Supplier Assets or otherwise;</p> <p>iv) taxation;</p> <p>v) fines and penalties;</p> <p>vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and</p> <p>vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
Crown Body	means any department, office or executive agency of the Crown;
CRTPA	means the Contracts (Rights of Third Parties) Act 1999;
Data Controller	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
Data Processor	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
Data Protection	means the Data Protection Act 1998, as amended from time

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

	under section 132A of the Social Security Administration Act 1992;
DPA	means the Data Protection Act 1998 as amended from time to time;
Environmental Information Regulations or EIRs	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
EPPE	Electronic Preparation and Presentation of Evidence
Equivalent Goods and/or Services	means goods and/or services which the Supplier can supply which are the same or similar to the Goods and/or Services;
Extension Framework Period	means such period or periods up to a maximum of two years in total as may be specified by the Authority pursuant to Clause 8.2 (Framework Period);
Financial Distress Event	means the occurrence or one or more of the events listed in paragraph 3 of Schedule 16 (Financial Distress);
FOIA	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Framework	means the framework arrangements established by the Authority for the provision of the Goods and/or Services to Contracting Bodies by suppliers (including the Supplier) pursuant to the OJEU Notice;
Framework Agreement	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
Framework Commencement Date	means 1 st July 2016
Framework Execution Date	means the date of execution of this Framework Agreement;
Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause Error! Reference source not found. (Guarantee);
Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Period	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
Framework	means the price(s) applicable to the provision of the Resource Based Services comprising of the Grade Day

Price(s)	Rates and as set out in Framework Schedule 3 (Framework Prices);
Framework Schedules	means the schedules to this Framework Agreement;
Framework Suppliers	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
Fraud	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
Further Competition Award Criteria	means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);
Further Competition Procedure	means the further competition procedure described in paragraph Error! Reference source not found. of framework Schedule 5 (Call-Off Procedure);
General Anti-Abuse Rule	means the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Goods	means the goods described in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to Contracting Bodies;
Goods and/or Services Requirements	means the requirements of the Authority or any other Contracting Body (as appropriate) for the Goods and/or Services from time to time;
Government	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Grade Day Rate	means the maximum rate for a day, based on 8 hour day and whether or not such hours are worked consecutively and whether or not they are worked on the same day, exclusive of lunch break, travel and related expenses, as set out in the Tender, and which forms the Framework Price(s) set out in Framework Schedule 3 (Framework Prices);
Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others;
HMCTS	Her Majesty's Courts and Tribunals Service
Holding Company	has the meaning given to it in section 1159 of the Companies Act 2006;
Improvement Plan	means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 29.1.1 (Authority Remedies);
Improvement Notice	means the notice issued by the Authority to the Supplier pursuant to Clause 29.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Goods and/or Services;
Initial Framework Period	means the period from the Framework Commencement Date until its second anniversary;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
Insolvency Event	means, in respect of the Supplier or Framework Guarantor (as applicable): <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or

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

Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
KPI Target	means the acceptable performance level for a KPI as set out in relation to each KPI;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
Legacy Goods and/or Services	means goods and/or services similar to the New Goods and/or Services and/or goods and/or services which interface with or are intended to interface with or be replaced by the New Goods and/or Services;
Losses	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
Lot	means any of the five (5) lots specified in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and "Lots" shall be construed accordingly;
Management Information or MI	means the management information specified in Framework Schedule 9 (Management Information);
MI Default	has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
MI Failure	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
MI Report	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 9 (Management Information);
MI Reporting Template	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority;

Ministry of Justice Code	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time;
Month	means a calendar month and " Monthly " shall be interpreted accordingly;
New Goods and/or Services	means goods and/or services which a Contracting Body wishes to procure from a third party which are the same or similar to the Goods and/or Services;
Nil Return	has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
Occasion of Tax Non –Compliance	means where: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call-Off Commencement Date or to a penalty for civil fraud or evasion;
OJEU Notice	has the meaning given to it in Recital A;
Open Book Data	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Period and term of any Call-Off Agreements, including details and all assumptions relating to: <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; b) operating expenditure relating to the provision of the Goods and/or Services including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other

	<p>consumables and bought-in services;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; and</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</p> <p>e) the Supplier Profit achieved over the Framework Period and term of any Call-Off Agreements and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period under any Call-Off Agreements;</p>
Order	means an order for the provision of the Goods and/or Services placed by a Contracting Body with the Supplier under a Call-Off Agreement;
Other Contracting Bodies	means all Contracting Bodies except the Authority and “Other Contracting Body” shall be construed accordingly;
Overhead	means those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-Supplier’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of “Costs”;
Party	means the Authority or the Supplier and "Parties" shall mean both of them;
Personal Data	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
Processing	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Framework

	Agreement, it shall include both manual and automatic processing and “ Process ” and “ Processed ” shall be interpreted accordingly;
Prohibited Act	<p>means:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Body and/or the Authority a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010; or ii) under legislation creating offences concerning Fraud; or iii) at common law concerning Fraud; or iv) committing (or attempting or conspiring to commit) Fraud;
Regulations	means the Public Contracts Regulations 2006 (as amended) and/or the Public Contracts (Scotland) Regulations 2012 (as amended) (as the context requires) as amended from time to time;
Relevant Person	means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Body or other public body;
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is required to submit a tax return;
Relevant Supplier	means a third party bidding to provide New Goods and/or Services;
Replacement Goods and/or Services	means any goods and/or services which are substantially similar to any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement;
Replacement Supplier	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Authority from time to time;

Reporting Date	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
Requests for Information	means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
Restricted Countries	shall have the meaning given to it in Clause 24.5.3 (Protection of Personal Data);
RFQ	means Request For Quotation; in the form at Framework Attachment 4 Schedule 5.
Self Audit Certificate	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause 15 (Records, Audit Access and Open Book Data);
Service Period	has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call-Off Terms) as refined by a Contracting Body in a Call-Off Agreement between that Contracting Body and the Supplier;
Services	means the services including any ancillary services as set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) which the Supplier shall make available to Contracting Bodies;
Source Material	Documents, digital files and digital media relating to matters prosecuted at Tribunals which shall be securely protected by Suppliers; this information is classified as OFFICIAL-SENSITIVE and above. Indicative content could include personal data about Contracting Body Staff, investigation methodology, witness statements and material that may compromise the identity and testimony of witnesses and leave them vulnerable to intimidation.
Specific Change in Law	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
Standards	means: <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and

	<p>Key Performance Indicators);</p> <p>c) any standards detailed by the Contracting Body in the Call-Off Agreement following a Further Competition Procedure or agreed between the Parties from time to time;</p> <p>d) any relevant Government codes of practice and guidance applicable from time to time.</p>
Statement of Requirements	means a statement issued by the Authority or any Other Contracting Body detailing its Goods and/or Services Requirements issued in accordance with the Call-Off Procedure;
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services (or any part thereof) or to provide facilities or services necessary for the provision of the Goods and/or Services (or any part thereof) or necessary for the management, direction or control of the provision of the Goods and/or Services or any part thereof;
Sub-Supplier	means the third party from the list of sub-Suppliers in Framework Schedule 7 (Key Sub-Suppliers) or any third party engaged by the Supplier from time to time under a Sub-Contract permitted pursuant to this Framework Agreement;
Supplier	means the person, firm or company stated in the preamble to this Framework Agreement or a potential service provider taking part in the ITT and if successful with whom the Authority will contract under the Framework Agreement
Supplier Action Plan	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Suppliers (and all persons employed by any Sub-Supplier together with the Sub-Supplier's servants, consultants, agents, suppliers and sub-Suppliers) used in the performance of its obligations under this Framework Agreement or any Call-Off Agreements;
Supplier Profit	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call-Off Schedule 1 (Definitions)) and total Costs (in nominal cash flow terms) in respect of any Call-Off Agreements for the relevant period;
Supplier Profit Margin	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same

	period in respect of any Call-Off Agreements and expressed as a percentage;
Supplier Representative	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
Supplier's Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
Template Call-Off Terms	means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call-Off terms);
Template Order Form	means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off terms);
Tender	means the tender submitted by the Supplier to the Authority on [insert date dd/mm/yyyy] , a copy of which is set out in Framework Schedule 20 (Tender);
Termination Notice	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
Tribunal	means a body established to settle certain types of dispute, including a court of law and industrial Tribunal;
Variation	has the meaning given to it in Clause 16.1.1 (Variation Procedure);
Variation Form	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 19 (Variation Form);
Variation Procedure	means the procedure for carrying out a Variation as set out in Clause 16.1 (Variation Procedure);
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales.
Zanzibar	The Authority's electronic-purchasing system

FRAMEWORK SCHEDULE 2: GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS

PART A – GOODS AND SERVICES

1. GENERAL

- 1.1 The purpose of this Part A of Framework Schedule 2 (Services and Key Performance Indicators) is to set out the intended scope of the Goods and/or Services that the Supplier will be required to make available to all Contracting Bodies under this Framework Agreement and to provide a description of what the Goods and/or Services entail (including, if applicable, in each Lot) together with any specific Standards applicable to the Goods and/or Services.
- 1.2 The Goods and/or Services and any Standards set out in paragraph 2.3 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call-Off Procedure)) by a Contracting Body during a Further Competition Procedure to reflect its Goods and/or Services Requirements for entering a particular Call-Off Agreement.

2. SPECIFICATION

2.1 Summary

- 2.1.1 The Supplier may be required to provide services in relation to the supply of the Goods and/or Services to Contracting Bodies including but not limited to:
- (a) Taking orders for the Goods and/or Services from Contracting Bodies in respect of the relevant Lot(s);
 - (b) Undertaking physical delivery of the Goods and/or services ordered by Contracting Bodies in respect of the relevant Lot(s);
 - (c) Conforming to the Charging Structure;
 - (d) Undertaking any billing requirements;
 - (e) Undertaking to meet all Contracting Body requirements;
 - (f) Providing a support function to deal with Contracting Body enquiries and issues;
 - (g) Complying with any KPIs and any service levels and any reporting requirements;
 - (h) Providing a dedicated account manager to manage the relationship between the Authority and the Supplier under this Framework Agreement, to resolve any issues arising from this Framework Agreement and to implement any improvements/innovations during the Framework Period;
 - (i) Complying with the Authority's Management Information requirements.

2.2 Goods and/or Services

- 2.2.1 The Goods and/or Services covered are divided into the following Lots:

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<p>Pan Lot Requirements</p>	<p>Section 1</p> <p>Project Management</p> <p>The Supplier may be requested to provide added benefit to the design and delivery of Services commissioned under any of the Lots. This may include suggesting ideas and concepts based on new or existing technological capabilities that will enhance the Service. The Supplier shall offer project management and technical advice offering possible solutions to requirements identified by the Contracting Body.</p> <p>When responding to a Further Competition the Supplier shall:</p> <ul style="list-style-type: none"> • Provide a quote to carry out the work in the manner specified by the Contracting Body. • If required by the Contracting Body, review the requirement and provide technical advice and options for alternative solutions, including price and timeframe, that may refine quality, reduce technical inputs, condense timescale, control costs and enhance evidence. <p>The Supplier shall be expected to remain apprised of, and utilise, best practice and technological developments in all fields relevant to delivery of services under this Framework Agreement.</p> <p>There may be occasions when individuals with special requirements are required to take part in Tribunal proceedings; for example a blind juror. In such circumstances the Supplier may be required to suggest and implement solutions that address identified disability needs.</p> <p>Section 2</p> <p>Security</p> <p>The Supplier shall be required to develop a detailed proposal setting out proposed solutions for meeting the requirements of the security schedule set out below</p> <p>Security Schedule Introduction</p> <p>The purpose of this schedule is to outline the levels of security required when working with or in any way handling Contracting Body information related to the provision of EPPE services.</p> <p>In this schedule the following definitions apply:</p> <p>Breach of Security - the occurrence of:</p>

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	<ul style="list-style-type: none"> • any unauthorised access to or use of the Services, the Supplier System, the Contracting Body’s Systems (to the extent that they are under the control of the Supplier) and/or any IT, information or data (including Sensitive Information as defined by the Government Security Classification Policy) used by the Contracting Bodies and/or the Supplier in connection with this Framework Agreement; and/or • the loss (including losses in transit) and/or unauthorised disclosure of any information or data (including Sensitive Information as defined by the Government Security Classification Policy and the Contracting Body Data), including any copies of such information or data, used by the Contracting Body and/or the Supplier in connection with this Framework Agreement, • any event that might compromise the security of onward connections to secure services and/or the Contracting Bodies connectivity to such services (e.g. PSN) to the extent that it is under the control of the Supplier. <p>Security Tests</p> <p>Tests to validate the security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p> <p>Minimum Requirements</p> <p>The security requirements that apply to Contracting Bodies and Suppliers are governed by the Government’s core set of mandatory minimum measures to protect information, to apply across central Government of the United Kingdom. Details of the mandatory minimum measures can be found at the Cabinet office web-site at:</p> <p style="text-align: center;">https://www.gov.uk/government/publications/data-handling-procedures-in-government</p> <p>The general requirement is that Suppliers shall be proactive in planning and implementing appropriate policies, processes and procedures to safeguard and protect the information entrusted to them, to enable them to deliver the Service and to demonstrate that they have understood the risks relating to that information and plan mitigating action, which is then put in place and monitored.</p> <p>As a minimum Suppliers shall put in place specific measures to address the access of Staff and Sub-Suppliers: their organisation’s selection and training; systems access rights; the treatment of types of information; and processes for checking compliance.</p> <p>The Authority is keen to appoint Suppliers that maintain a culture of individual accountability and awareness that encourages Staff to be ‘trusted stewards’ of sensitive data with an obligation to protect it and addresses</p>

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	<p>inappropriate behaviours arising from information mismanagement. Suppliers should pay attention to how they communicate routine and extraordinary events to the Contracting Bodies.</p> <p>Depending on the classification of the Contracting Body's Information more demanding security measures will be required. Proposed technical security arrangements shall be agreed with the Departmental Security Unit of the relevant Contracting Body.</p> <p>Security Classifications</p> <p>The requirement for the CPS, NCA and SFO will generally be up to Official – Sensitive, as these bodies deal with sensitive material as part of their investigation and prosecution process. The handling of this material may additionally be subject to specific legal requirements.</p> <p>As Government departments, the Contracting Bodies' operations are also subject to the Official Secrets Act.</p> <p>Suppliers may be expected to work with live case data as part of their contracted duties. Under the previous security classifications the possible risks of this type of information were assessed as Impact Level 3 (IL3).</p> <p>Suppliers shall provide an overview of their security arrangements and confirm if they are potentially able to deal with higher level material impacting on national security issues and what added value they can bring in terms of security.</p> <p>When OFFICIAL level information or higher is held on paper, it must be locked away when not in use and the premises in which it is held secured. When information is held and accessed on ICT systems, Suppliers shall apply the minimum protections for information equivalent to those set out in CESG guidance, as well as any additional protections as needed as a result of their risk assessment. Details of this guidance can be found on the CESG website: https://www.cesg.gov.uk/articles/advice-and-guidance-glance</p> <p>Wherever possible, protected personal data shall be held and accessed on paper or ICT systems on secure premises. This means Suppliers shall avoid use of removable media (including laptops, removable discs, CDs, USB memory sticks, PDA's and media card formats) for storage or access to such data where possible.</p> <p>Where it is not possible to avoid the use of removable media, all Suppliers shall apply all of the following conditions:</p>

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	<ul style="list-style-type: none"> • The information transferred to the removable media shall be the minimum necessary to achieve the business purpose, both in terms of the numbers of people covered by the information and the scope of information held. Where possible, only anonymised information shall be held; • user rights to transfer data to removable media shall be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for business purposes and subject to monitoring by managers, and • The individual responsible for the removable media shall handle it – themselves or if they entrust it to others – as if it were the equivalent of a large amount of their own cash. • The data shall be encrypted to a UK Government standard appropriate for handling data up to and including OFFICIAL-SENSITIVE, or FIPS 140-2, using software that does not require a software download onto the recipient’s device. • The data contained on the media shall be securely erased as soon as it has been transferred to a secure source. <p>The Supplier shall not handle Contracting Body information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Departmental Security Unit of the relevant Contracting Body Departmental Security Officer.</p> <p>Staff Security Requirements</p> <p>The main Contracting Bodies who will be using the Framework Agreement are involved in criminal prosecutions. Suppliers must be aware that Staff will be working on live case data. Any Staff who have carried out EPPE processes or handled any documents may be required to attend Tribunal hearings to give evidence to help prove the integrity and continuity of those items / documents. The Supplier shall make available to attend at Tribunal hearings Staff who have carried out EPPE processes or handled any documents, to give evidence to help prove the provenance, integrity and continuity of those documents, when called as witnesses to do so.</p> <p>All Supplier Staff or Sub-Suppliers connected with the Framework Agreement shall be vetted to a minimum level of Security Check (SC). Any additional Supplier Staff or Sub-Suppliers nominated to work on the Contract shall also be vetted to SC level. Completion of this shall be discussed with, and may be completed by, the CPS. Please note that the CPS is exempt from the terms of the Rehabilitation of Offenders Act.</p> <p>The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Contracting Body Data except where agreed with the</p>

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	<p>Contracting Body in writing.</p> <p>All Supplier Staff that have the ability to access Contracting Body Data or systems holding Contracting Body Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Contracting Body in writing, this training shall be undertaken annually.</p> <p>Where the Supplier or Sub-Suppliers grants increased IT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties and be subject to appropriate monitoring in accordance with CESG Good Practice Guide 13 - Protective Monitoring for HMG ICT systems; which can be found using the following link: https://www.cesg.gov.uk/good-practice-guides When Staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p>The Supplier shall ensure that its Staff shall agree to comply with requirements of the Official Secrets Act.</p> <p>The Supplier shall ensure that all employed Staff engaged to deliver the goods and services sign a declaration pursuant of the Official Secrets Act.</p> <p>The Supplier shall ensure that all sub-contracted Staff engaged to deliver the goods and services work for a company approved by the Contracting Body and comply with all security requirements.</p> <p>The Supplier shall disclose any criminal convictions to which their Staff have been subject (including motoring convictions and convictions that are spent) as part of their conditions of employment and will authorise the Contracting Body if required to carry out checks of information provided. The Contracting Bodies shall have a right to insist that Staff with criminal convictions (excluding minor motoring convictions but including convictions that are spent) are excluded from carrying out any work relating to this Framework Agreement.</p> <p>The Supplier shall provide the Contracting Bodies with full detail in relation to their internal personnel vetting processes.</p> <p>The Supplier shall be aware that if Supplier's Staff in possession of any criminal convictions are called to Tribunal proceedings as a witness then those convictions will be disclosed for the purposes of those proceedings.</p> <p>General Provisions</p> <p>The Supplier shall ensure that the physical and ICT based security measures used by them ensure the security and safekeeping of Contracting Body material at all times, including transit.</p>

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	<p>The Supplier shall have procedures in place to ensure that any material which is entrusted to their safekeeping is stored securely at all times and not disclosed to unauthorised staff at any time.</p> <p>The Supplier shall retain copies of all material for a period of no longer than thirty (30) days following conclusion of a particular Call-Off Agreement, unless advised otherwise by the relevant Contracting Body, whereupon all originals shall be returned to the Contracting Body and any EPPE material produced by the Supplier shall be destroyed in accordance with standards specified by the Contracting Bodies. Intermediate or working copy material, e.g. photocopies generated and used by the Supplier to assist the development of EPPE material shall be similarly destroyed.</p> <p>Should any of the material relating to the Contracting Bodies business be unaccounted for whilst in the care of the Supplier, the Supplier shall trace this material within forty eight (48) hours. Loss of any material shall be treated as a serious breach of security and may lead to the Supplier's Contract being terminated. Any such loss should be immediately reported to the Departmental Security Unit of the relevant Contracting Body.</p> <p>The Supplier shall ensure that material is not vulnerable to cross-contamination with other non-related documentation at any time.</p> <p>The Supplier shall appreciate that public sector document provenance and data sharing security may on occasion be of interest to various sectors of the media. Under no circumstances should any Contracting Body information be disclosed to external sources.</p> <p>The Supplier shall provide staff and documentation at the discretion of the relevant Contracting Body to demonstrate that document provenance and data sharing is robustly managed and is secure.</p> <p>Suppliers shall have business continuity plans in place in order to maintain business, where possible, in the event of a crisis. Suppliers shall ensure that normal security standards are maintained in the event of a business continuity issue.</p> <p>Suppliers shall allow premises to be inspected by the relevant Contracting Body's security officer or other Government departments as required.</p> <p>Suppliers shall ensure that all material in their possession is retained in the United Kingdom (UK) and is not stored or processed outside of the United Kingdom.</p>

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	<p>If the Supplier receives a Subject Access application under the Data Protection Act (DPA) (which they must also meet) and/or the Freedom of Information (FOI) Act they must be referred to the relevant Contracting Body's DPA & FOI Unit before any response is made.</p> <p>The Contracting Bodies may wish to see evidence of the Supplier's compliance with any relevant recognised standard, particularly ISO 27001 or equivalent, on-going commitment to achieve accreditation by such a standard or demonstration of sufficient security processes.</p> <p>Collection / Delivery of Material</p> <p>The Supplier shall use methods approved by the Contracting Body for the secure collection/delivery of materials. Details of approved methods and suppliers will be provided to the Supplier. The Authority's currently approved methods are direct delivery/collection by the Supplier or courier delivery by City Sprint CPS approved drivers. This may be subject to change. The Authority requires City Sprint drivers to be security cleared to a minimum of Disclosure Barring Service (DBS) level.</p> <p>The Supplier shall carry out periodic spot checks to ensure that courier Staff have been security cleared to the appropriate level.</p> <p>The Supplier shall ensure that no person employed by courier firm who is found to have convictions following the results of a DBS check is engaged to work on assignments for the Contracting Body.</p> <p>The Supplier shall notify the relevant Contracting Body in advance of when the courier will be arriving at the premises and shall advise which of the couriers will be collecting the Contracting Body's materials.</p> <p>The Supplier shall ensure that their courier will present their company photo ID for a check against the Contracting Body's list of couriers on entry to the premises.</p> <p>Couriers who cannot be authenticated due to either not having photo ID or are not on the current list of couriers shall not be authorised to remove material from the premises.</p> <p>The Supplier shall be able to collect the Contracting Body's material from any premises within the UK, during the working week (9am to 5pm, Monday to Friday).</p> <p>Transport of Material</p>

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	<p>The Supplier shall maintain a movements book to keep track of material in transport at all times. The movements book will enable the Supplier to provide assurance about the whereabouts of material in transit and will require a signed time/date record of delivery and receipt at each delivery and receipt point.</p> <p>The Supplier shall deliver material to and from the Contracting Body's premises as instructed.</p> <p>The Supplier shall deliver to other premises across the UK as per case-by-case arrangement with the relevant Contracting Body.</p> <p>The Supplier shall part-ship material to the relevant Contracting Body's offices and to other premises across the UK as per case-by-case arrangement with the relevant Contracting Body.</p> <p>The Supplier shall ensure that all shipments are accurately recorded in the movements book.</p> <p>The Supplier shall as soon as practicable, and in any event within twenty four (24) hours, notify the relevant Contracting Body of any transportation/delivery issues impacting upon the secure and/or timely delivery of material to the Contracting Body. This is to enable appropriate security measures or mitigation to be instigated as soon as possible by the relevant Contracting Body. The Supplier shall make all reasonable efforts to resolve the issue within twenty four (24) hours and shall be expected to consider other transport methods. The Supplier must agree proposed alternative solutions with the Departmental Security Unit of the relevant Contracting Body. Any alternative solutions shall be in accordance with current Contracting Body guidance on data handling in any event.</p> <p>The Supplier shall ensure that material for EPPE processes received at their premises is handled securely, including arrangements for transferring material from the delivery vehicle to the nominated premises.</p> <p>The Supplier shall ensure that the material received will be cross checked upon arrival against the relevant Contracting Body's despatch note and this cross check shall be formally recorded.</p> <p>The Supplier shall return all material to the relevant Contracting Body's premises at the time and location as specified by that Contracting Body.</p> <p>The Supplier shall produce a schedule of the material for the relevant Contracting Body to sign on arrival as formal confirmation that all required products have been completed and delivered and all originals and/or other</p>

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	<p>materials returned.</p> <p>The material shall be returned in the same format and state as it was on collection from the relevant Contracting Body.</p> <p>The Contracting Bodies may occasionally request specific optional requirements such as shrink wrapping from the Supplier, such requirements to be defined in the relevant Contracting Body’s specification. Quotations and orders for these Services shall be in accordance with the prescribed call-off mechanism.</p> <p>Return delivery shall reflect the security arrangements for the initial collection of the material.</p> <p>End User and Network Devices</p> <p>When Contracting Body data is held on mobile, removable or physically uncontrolled devices or portable media, such as laptops or tablets, it shall be stored and encrypted to a UK Government standard appropriate for handling data up to and including OFFICIAL-SENSITIVE, such as FIPS 140-2, using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group (“CESG”) to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“CPA”), or as otherwise agreed by the Contracting Body.</p> <p>Unless otherwise agreed with the Contracting Body in writing, all Supplier devices used to access or manage Contracting Body data are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (https://www.gov.uk/government/collections/end-user-devices-security-guidance--2). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, the Supplier shall make detailed recommendations to the Contracting Body (informed by the Supplier’s detailed knowledge of security technology and Government security regulation requirements), and the Contracting Body will decide whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Contracting Body.</p> <p>Data Processing, Storage, Management and Destruction</p> <p>The Supplier shall ensure that any hard copy material or removable media will be stored securely at the Supplier’s premises and retained in locked</p>

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	<p>cabinets when not being worked on. The cabinets shall be of Government approved standard, CPNI 4 (or its successor). Only those Staff connected to the completion of work relating to the Framework Agreement shall have access to this material.</p> <p>The Supplier shall ensure security when material is physically moved within their nominated premises and shall formally record such movement.</p> <p>The Supplier shall ensure material is tracked whilst in the Supplier's custody and will avoid cross-contamination with other Contracting Body's and other customers' material.</p> <p>The Supplier shall recognise the need for the Contracting Body's information to be safeguarded under the UK Data Protection regime. To that end, the Supplier shall be able to state to the Contracting Body the physical locations in which data may be stored, processed and managed from, and to confirm that all relevant legal and regulatory frameworks authority are complied with.</p> <p>The Supplier shall agree any change in location of data storage, processing and administration with the Contracting Body in advance of any proposed move. Contracting Body data shall not be stored outside of the UK in any event.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> • provide the Contracting Body with all Contracting Body data on demand in an agreed format; • have documented processes to guarantee availability of Contracting Body data in the event of the Supplier ceasing to trade; • securely destroy all media that has held Contracting Body Data within thirty (30) days of conclusion of a particular Call-Off Contract, unless otherwise advised by the Contracting Body. • securely erase any or all Contracting Body data held by the Supplier within thirty (30) days of conclusion of a particular Call-Off Contract, unless otherwise advised by the Contracting Body. <p>Networking</p> <p>The Authority requires that any Authority data transmitted electronically shall be sent via the Criminal Justice Secure Email (CJSM) system. The Authority will sponsor the Supplier's subscription to this system. The CJSM service is an important part of the process of joining up the Criminal Justice System (CJS) in England and Wales. It allows people working in the CJS to</p>

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	<p>send emails containing information up to OFFICIAL SENSITIVE in a secure way. CJSM uses a dedicated server to securely transmit emails between connected criminal justice practitioners. Once connected, users can use CJSM to send secure emails to each other and to criminal justice organisations. Other Contracting Bodies may require the Supplier to use this, or similar systems, for the transmission of electronic material. As the ICT infrastructure of the Authority and Contracting Bodies is updated during the course of the Framework Agreement, Suppliers may be required to transmit data via other electronic systems; such as the 'Egress' system.</p> <p>Contracting Body data shall not be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device. The one exception to this requirement concerns the delivery of video conferencing services under Lot 4 of the Framework, where it is recognised that data transmission over a public network comprises a fundamental element of service delivery. Contracting Body security requirements for videoconferencing services are set out in Section 16 of this schedule.</p> <p>Security Architectures</p> <p>The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Contracting Body Data.</p> <p>When designing and configuring the IT environment (to the extent that the IT environment is within the control of the Supplier) the Supplier shall propose potential solutions for review by the Departmental Security Unit of the relevant Contracting Body.</p> <p>Identity, Authentication and Access Control</p> <p>The Supplier shall operate an access control regime to ensure all users and administrators of the Supplier solution are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the Supplier Solution they require. The Supplier shall retain an audit record of accesses in accordance with CESG Good Practice Guide 13 - Protective Monitoring for HMG ICT Systems, and user acceptance of policies. Appropriate good industry practise must be followed, e.g. strong passwords used for all accounts.</p> <p>The Supplier shall operate an access control system at its premises, via methods such as key codes and dedicated access cards, to ensure that</p>

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	<p>unauthorised individuals cannot access the premises. The Supplier shall ensure that all windows can be securely locked and operate an alarm system</p> <p>The Supplier shall operate a Staff identification process whereby each employee is assigned a unique identifier clearly illustrating designated levels of access.</p> <p>Audit and Monitoring</p> <p>In accordance with CESG Good Practice Guide 13 - Protective Monitoring for HMG ICT systems the Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness. Such Supplier audit records should (as a minimum) include:</p> <ul style="list-style-type: none"> • Logs to facilitate the identification of the specific asset which makes every outbound request external to the IT environment (to the extent that the IT Environment is within the control of the Supplier). To the extent the design of the Supplier Solution and Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers. • Security events generated in the IT environment (to the extent that the IT Environment is within the control of the Supplier) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts, e.g. from third party software, security or otherwise. • Ensure such arrangements are compatible with the Data Protection Act and Cabinet Office requirements for handling personal data. <p>The Supplier and the Contracting Body shall work together to establish any additional audit and monitoring requirements for the IT environment.</p> <p>The Supplier shall retain, and store appropriately, audit records collected for a period of at least 6 months, or longer as required by the Contracting Body.</p> <p>The Supplier shall at all times provide a level of security which:</p> <ul style="list-style-type: none"> • is in accordance with Law and this Framework Agreement; • demonstrates good industry practice;

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	<ul style="list-style-type: none"> • complies with the Government Security Policy Framework obligations and baseline security requirements ensuring all accreditation and secure connectivity objectives are fulfilled; • addresses issues of incompatibility with the Supplier's own organisational security policies; • meets any specific security threats of immediate relevance to the Services and/or Contracting Body Data; • complies with the security requirements • complies with the Contracting Body's IT policies; • is to the satisfaction of the Contracting Body. • documents the processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique, • is certified by the Contracting Body's Departmental Security Officer • details the process for managing any security risks to the company, Sub-Suppliers and third parties authorised by the Contracting Body with access to the Services, processes associated with the delivery of the Services, the Contracting Body premises, the sites, the Supplier system, the Contracting Body system (to extent that it is under the control of the Supplier) and any IT, Information and data (including Sensitive Information as defined by the Government Security Classification Policy and the Contracting Body data) and any system that could directly or indirectly have an impact on that information, data and/or the Services; <p>In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies, the Supplier shall immediately notify the Contracting Body representative of such inconsistency, and provide expert advice. The Contracting Body representative shall, as soon as practicable, notify the Supplier which provision the Supplier shall comply with.</p> <p>The Security processes shall be fully reviewed and updated by the Supplier at least annually and forwarded to the Departmental Security Unit of the relevant Contracting Body for approval. The security processes shall reflect:</p> <ul style="list-style-type: none"> • emerging changes in good industry practice; • on-going ISO27001 certification requirements; (as per 5.12 above) • on-going Contracting Body system accreditation obligations; • any change or proposed change to the IT environment, the Services and/or associated processes; • any new perceived or changed security threats; and • any reasonable change in requirement requested by the Contracting Body.

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	<p>Security Testing</p> <p>The Supplier shall conduct relevant Security Tests, including IT health checks and a review of physical security measures, at least annually and additionally after significant changes to the IT environment or Supplier premises. Security Tests shall be designed and implemented by the Supplier so as to avoid the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Contracting Body.</p> <p>The Contracting Body shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Contracting Body with the results of such tests (in a form approved by the Contracting Body in advance) as soon as practicable after completion of each Security Test.</p> <p>Without prejudice to any other right of audit or access granted to the Contracting Body pursuant to this Agreement, the Contracting Body and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the security plan and the Supplier's compliance with that plan. The Contracting Body may notify the Supplier of the results of such tests after completion of each such test.</p> <p>Where any Security Test carried out reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Contracting Body of any changes which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Contracting Body's prior written approval, the Supplier shall implement such changes and repeat the relevant Security Tests in accordance with the timetable agreed with the Contracting Body or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change is to address a non-compliance with the baseline security requirements, accreditation requirements, secure service connectivity obligations or security requirements or the requirements of this Schedule, the change shall be at no cost to the Contracting Body.</p> <p>Breach of Security</p> <p>Either Party shall notify the other upon becoming aware of any Breach of Security or attempted Breach of Security. The Supplier shall:</p> <ul style="list-style-type: none"> • immediately take all reasonable steps (which shall include any action or changes reasonably required by the Contracting Body) necessary to: • minimise the extent of actual or potential harm caused by any Breach of Security;

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	<ul style="list-style-type: none"> • remedy such Breach of Security to the extent possible and protect the integrity of the IT Environment to the extent within its control against any such Breach of Security or attempted Breach of Security; • prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure; and • in the event of the Breach involving computer equipment, supply any requested data to the Contracting Body and, on the Contracting Body’s request, to the Computer Emergency Response Team for UK Government (“GovCertUK”) within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and • immediately provide to the Departmental Security Unit of the relevant Contracting Body full details of the Breach of Security or attempted Breach of Security, including a root cause analysis and lessons learnt where required by the Contracting Body. <p>Videoconferencing Services</p> <p>Videoconferencing services are the only circumstance in which internet connectivity may be used in conjunction with the delivery of services under the terms of this EPPE Framework Agreement. The proposal to use any such solution shall be accompanied by the production of a detailed security assurance case, and will require approval by the Contracting Body Departmental Security Officer prior to operation.</p> <p>The Contracting Body requires that any transmission over a public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network (“PSN”) framework (which makes use of Foundation Grade certified products), or otherwise as agreed with the Contracting Body.</p> <p>Section 3 Technical Support</p> <p>The Supplier shall be available to provide remote or on-site technical and/or user support to the Contracting Bodies for the duration of the Tribunal proceedings, for all matters in which they are providing a service. Technical support shall be provided 09:00 – 17:00 Monday to Friday (excluding bank holidays). In the event of an issue arising the Supplier shall, in the first</p>

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	<p>instance, attempt to resolve the problem remotely, if not already on site.</p> <p>The Supplier shall acknowledge all queries within ten (10) minutes of fault detection or reporting by the Contracting Body and provide an update within a further thirty (30) minutes; detailing the nature of the problem, the estimated down time and, where appropriate, confirm that the matter has been reported to the relevant expert within the Supplier's organisation.</p> <p>If the matter cannot be resolved remotely a suitable member of the Supplier's staff shall be available, if required, to attend the Tribunal centre to provide on-site assistance. Such assistance shall be provided within twenty four (24) hours of a fault being acknowledged.</p> <p>If the Supplier is providing a technician, these support functions may be performed by the same individual; provided they have the relevant technical expertise.</p> <p>The Supplier shall provide a dedicated telephone number and email address for the purposes of fault reporting by the Contracting Body. These shall be monitored between the hours of 09:00 – 17:00 Monday to Friday (excluding bank holidays).</p> <p>The Supplier shall, if required, provide backup equipment and/or software in the event of a system failure. The Supplier shall be responsible for the restoration of corrupted or lost data, including version control, back-up and restoration services.</p> <p>Section 4</p> <p>Customer Service</p> <p>All Supplier Staff shall, at all times, behave in a professional manner when dealing with representatives of the Contracting Bodies.</p> <p>In a number of circumstances the delivery of service will require Supplier Staff to work on-site at Tribunal centres. All Supplier Staff working on-site shall follow the protocols and procedures required by these centres. For example, Supplier Staff will likely be required to attend the various court centres of HMCTS; as this is an anticipated requirement a guide to the protocol required by HMCTS is set out in the supplementary information section below.</p> <p>All Supplier Staff working on-site shall be smart, clean and professional in appearance and behave in a professional manner at all times. They shall ensure that official identification is carried at all times and presented upon request.</p> <p>It shall be the responsibility of the Supplier to clarify the protocol required at any centre they are required to attend; although some guidance may be offered by the Contracting Bodies.</p> <p>Suppliers shall note that technicians may sometimes be required to attend</p>

LOT	DESCRIPTION
	<p>other types of premises to support service delivery, including witness's homes and places of employment. These individuals may be in a vulnerable state and Suppliers shall be required to maintain the upmost standards of behaviour.</p> <p>If Supplier staff encounter any difficulties working on site they shall immediately seek the advice of the appropriate Contracting Body.</p> <p>The Supplier shall note that there may be an occasional requirement for out of hours working to deliver additional urgent requirements, outside the scope of the original Call-Off Agreement. For example, evening or weekend working may be required during the course of Tribunal proceedings to deliver products in good time for commencement of the next scheduled day of proceedings. The Contracting Bodies acknowledge that such services may attract enhanced costs and shall agree such costs with Suppliers on a case by case basis.</p> <p>Section 5</p> <p>Integrity of Evidence</p> <p>When receiving Source Material from a Contracting Body the Supplier shall conduct a validation check with that Contracting Body to ensure all required Source Material has been provided. Once this validation check has been concluded to the satisfaction of the Contracting Body, the Supplier shall create a master working copy and secure the original Source Material. The Supplier shall not work with original copies of Source Material save for the purposes discussed above.</p> <p>The delivery of certain Services may require the Supplier to interpret the content of Source Material and then create an accurate representation of the content; for example the creation of diagrams based on forensic reports and photographs or a digital reconstruction of a crime scene. The Supplier may be required to validate this work with an appropriate expert of, or nominated by, the Contracting Body; such as a pathologist or forensic scientist.</p> <p>Suppliers should note that members of their Staff may be required to attend Tribunal proceedings in their capacity as experts in their field to validate the accuracy of any material they have created.</p> <p>Section 6</p> <p>Business Continuity Planning</p> <p>In the event of unforeseen circumstances, such as technical failure, employee illness or other occurrence, which have the potential to impact upon the timely completion of work on EPPE projects, the Supplier shall have in place processes to minimise disruption to delivery of Services.</p> <p>The Supplier shall maintain-backups of all information, whether electronic</p>

LOT	DESCRIPTION
	<p>or paper, relating to current EPPE projects and ensure these are stored offsite or in a separate vicinity to the original copy. The Supplier shall ensure that their systems are regularly backed up and that anti-virus software is permanently up to date and reflects best practice and current industry standards. A back up device could include an encrypted USB stick, an external hard drive or an offsite recovery centre. The security of the original and back up copy should accord with the security requirements set out in section 2 of this statement of requirements.</p> <p>The Supplier Staff working on the EPPE project shall have a nominated deputy(s) who shall be able to take over with full knowledge of the case if a need arose. To achieve this, the deputy shall have access to all files, passwords and software concerning the EPPE project.</p> <p>There shall be clear lines of communication between the Supplier and the Contracting Body both during and outside of office hours. The Supplier shall ensure they have contact details of two (2) relevant contacts from the Contracting Body who have knowledge of the matter in question. It is essential that both contacts are kept up to date with the status of work on the EPPE project so that both can be fully informed and able to take the lead, should one contact be unavailable.</p> <p>The Supplier shall inform the Contracting Body if an event, such as, technical failure, employee illness or other occurrence, has the potential to impact upon service delivery, within an hour of either the event occurring or the issue being anticipated. The Supplier shall produce a report detailing how the situation will be addressed and a timetable for resolution within twenty four (24) hours of the event occurring or the issue being anticipated. A daily update shall also be provided to the Contracting Body.</p> <p>Section 7</p> <p>Supplementary Information</p> <p>Courtroom Etiquette and Protocol</p> <p>Supplier Staff shall adhere to the following guidance when attending Tribunal proceedings at HMCTS centres:</p> <ul style="list-style-type: none"> • Make enquires twenty four (24) hours before the hearing as to which centre the relevant matter has been listed in. • Arrive in good time for the relevant matter, allowing sufficient time to prepare before proceedings commence. • Provide no less than thirty (30) minutes' notice to the Contracting Body if a delay to arrival is anticipated. • Report to the Contracting Body prosecution team on arrival to discuss any urgent work required for the upcoming session.

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • Report to the Contracting Body prosecution team before leaving to discuss any requirements for work to prepared for the next tribunal session. • Ensure they are seated with the Contracting Body prosecution team in a suitable location; or as directed by the Contracting Body. • Shall not approach tribunal officials, such as court clerks, whilst a matter is in session unless directed by the Contracting Body. • Shall ensure that any communication with the Contracting Body prosecution team, during a tribunal session is suitably discrete so as not to interrupt proceeding. • Shall conduct themselves in a polite and courteous manner when dealing with all parties present. • Shall adhere to any etiquette appropriate for a particular matter e.g. bowing to the Judge when entering or leaving a crown court hearing; not eating and drinking in courtrooms. • Shall not make any audio or video recordings or take photographs of any Tribunal session. • Shall ensure that mobile phones remain switched off during the Tribunal proceedings. • Shall not communicate with members of the public gallery, the defendant or defence team (unless instructed by the Contracting Body for the purposes of providing technical assistance, including presentation material).
Lot 1	<p>LOT 1 Presentation Packages</p> <p>Section 8</p> <p><u>Development of Presentation Packages</u></p> <p>Prior to Tribunal proceedings</p> <p>The Supplier shall be responsible for the design, development, creation and utilisation of graphic packages to illustrate the context of evidence for presentation purposes. The Presentation Packages must contextualise evidential material for presentation on electronic devices in a Tribunal</p>

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	<p>setting.</p> <p>The Supplier shall be required to transform the Source Material into various forms of interactive presentation, as detailed by the Contracting Body.</p> <p>The electronic presentation of a case shall require the transformation of various forms of Source Material into a dynamic representation of that data in a digital format that is easily understandable and can be presented in a Tribunal setting; e.g. to a judge and jury. If required, all Source Material shall be incorporated in a single user interface. Source Material could include, but shall not be limited to, one (1) or all of the following:</p> <ul style="list-style-type: none"> • Documents • Photographs • Moving image presentation including closed circuit television, video and mobile phone output • Audio files • Maps • Graphics packages and technical drawings. <p>Possible requirements may include, but will not be limited to, examples such as the following:</p> <ul style="list-style-type: none"> • Creation of a chronological timeline with the facility to link to related documents and other Source Materials • Forensic injury mapping – incl. interpretation of pathologist report • Facial mapping– incl. interpretation of pathologist report • Closed circuit television and video enhancement • Audio enhancement • Scene reconstruction (incl. animations) • Geographic maps illustrating activities at various sites • Collation of documents in a coherent browser enabling efficient search and document linking • Video interviews of witness testimony • Mobile telephony site/route analysis mapping • Virtual tour technology • Moving image enhancement – e.g. by circling an individual in a recording • Moving image annotation • Pixelation and voice distortion, to maintain and ensure witness anonymity. <p>If a Supplier cannot deliver all of the above specified Services this shall not automatically preclude the Supplier from inclusion in the Framework Agreement.</p>

LOT	DESCRIPTION
	<p>Requirements for particular Services shall be the subject of individual Call-Off Contracts; if Suppliers do not have the capability to deliver the Services required they shall not be considered further for that individual requirement.</p> <p>The presentation of Source Material in other technological forms may be required as advancements are made in relevant fields. The Contracting Bodies require Suppliers to demonstrate that they are aware of, and will utilise, technological and best practice developments.</p> <p>The Supplier shall ensure that Presentation Packages have the capability to be fully interactive and shall allow for the data to be manipulated in a number of ways. This may include, but will not be limited to, enhancement, rotation enlargement, annotation, highlighting or as directed by the Contracting Body or other nominated Tribunal officials. For example, the Supplier shall provide a split-screen function to allow several documents to be displayed side-by-side. The packages shall, if specified, have the functionality to present different aspects of the presentation simultaneously to different parties e.g. a judge and a jury.</p> <p>It shall be possible to locate and display documents incorporated into presentation packages by their unique reference number (an alpha/numeric reference), if provided. The Supplier may be required to scan, code with the unique reference number, display and print material in accordance with the instructions of Tribunal officials. In the event of such a request the Supplier shall agree a timeframe with the Contracting Body for completion.</p> <p>The Supplier shall make available work in progress at intermediate stages of production, as and when requested by the Contracting Body. The Supplier shall ensure that the Presentation Packages are available to the Contracting Body or other relevant authorities, as nominated by the Contracting Body, as and when required.</p> <p>The Supplier may, on occasion, be required to undertake additional duties relating to the presentation. These shall be agreed on a case by case basis with the Contracting Body.</p> <p>During Tribunal Proceedings</p> <p>Functionality is required for additional Source Material (such as evidence and exhibits resulting from on-going investigations e.g. statements and maps) to be added to a presentation package during the course of Tribunal proceedings. If such a need arises the Supplier shall agree a timeframe with the Contracting Body for completing the necessary additions. Such material shall need to be coded with the unique reference number.</p> <p>After Tribunal Proceedings have concluded</p> <p>The Supplier shall remove all equipment, software and files at the conclusion of the last day of the Tribunal proceedings. Specific presentation packages provided to the Tribunal shall be retained for a period of thirty (30) days for use at any potential appeal hearing. At the conclusion of the</p>

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	<p>thirty (30) day period, unless otherwise instructed by the Contracting Body, the Supplier shall return copies of all material to the Contracting Body, including a copy of the completed EPPE package, and delete any records held in its archive, in accordance with the requirements of the Security Schedule. The Supplier shall not incur any data storage costs as a result of this process. The Supplier may be required to provide a certificate evidencing that these records have been destroyed.</p> <p>Section 9</p> <p><u>Provision and Training of an EPPE Technician</u></p> <p>Prior to Tribunal proceedings</p> <p>The Contracting Body may appoint a nominated individual to control simple packages and may require the Supplier to deliver training in operation of the presentation package. Alternatively the Supplier may be required to provide a technician from its own organisation to present more complex matters.</p> <p>If required the presentation package will be operated during Tribunal proceedings by a technician provided by the Supplier. The technician shall operate all elements of the presentation package as directed by Contracting Body officials or nominated representatives of the Contracting Body. These may include, but not be limited to, prosecution counsel, police officers and officers of the Tribunal.</p> <p>The technician shall be responsible for the following activities:</p> <ul style="list-style-type: none"> • Supplying the relevant presentation package to the Tribunal • Conducting a test of the presentation on the display equipment available in the Tribunal centre • Operation of the package throughout the course of the hearing • Following instructions from officers present in Tribunal proceedings – e.g. a judge and counsel for prosecution and defence. <p>If required the Supplier shall provide training in the operation of a presentation package to nominated member(s) of the Contracting Body. The training shall cover all required responsibilities of the technician and enable the nominated individual to undertake these duties for straightforward matters. The Supplier shall be required to provide written instructions to supplement the training process.</p> <p>The Supplier shall also provide training to all relevant parties, as specified, participating in Tribunal proceedings; either on the first morning of trial or in</p>

LOT	DESCRIPTION
	<p>advance, as required.</p> <p>The training shall consist of the following:</p> <ul style="list-style-type: none"> • An introduction to the presentation package • A demonstration of the functionality provided by the presentation software • One-to-one practice sessions with parties nominated by the Contracting Body, e.g. prosecution counsel, the judge, court staff and any other nominated officials. <p>The Supplier shall deliver training at the Contracting Body's premises or at their own offices if required.</p> <p>To minimise disruption to the Tribunal proceedings, the Supplier shall also provide refresher training after the conclusion of the day's proceedings, as and when required.</p> <p>During Tribunal Proceedings</p> <p>The technician shall, if required, add additional Source Material, coded with the unique reference number, to the presentation package during the course of Tribunal proceedings. Any material provided shall be fully integrated with the existing presentation package. The Supplier shall be expected to incorporate all formats of Source Material provided. Upon receiving such a request the Supplier shall provide the Contracting Body with a time estimate for completion; allowing the Tribunal centre to plan accordingly.</p> <p>The technician shall be able to locate elements of the presentation package, such as individual documents, using the unique reference number (or other reference provided) in order to call the documents onto the screen and shall then manipulate the elements as required. The technician may be required to enlarge or highlight a particular area for clarity, or to rotate a document or add specific annotations. They shall also be required to speedily locate elements of the presentation at short notice.</p> <p>The technician shall copy any images that were highlighted or otherwise annotated at the Tribunal's request and may be required to provide hard copy print of documents as they appeared on screen to all parties as requested.</p> <p>The technician shall ensure that records of material shown in Tribunal proceedings are maintained in order to ensure that only the identical material is re-shown if requested. These records must be generated and stored electronically with the option to print a hard copy if required. An updated list must be passed to a member of the Contracting Body prosecution team at the conclusion of each day.</p> <p>Discussion between the Contracting Body and the technician with regard to how a particular document or series of documents is to be displayed is also</p>

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	<p>encouraged. There shall also be a provision for documents to be called randomly. Tribunal officials, such as a Judge, may also have private recourse with the technician to discuss, for example, the order of documents to which they intend to refer during the summing-up. In certain circumstances Tribunal participants such as jury members may, with the permission of the presiding Tribunal official, also require and request the provision of documents during proceedings.</p> <p>The Contracting Body shall endeavour to provide to the Supplier an advance list of the documents required for the day's proceedings; although this may vary during Tribunal proceedings as issues develop. The technician shall display documents as instructed by the Contracting Body or other nominated Tribunal officials.</p> <p>The technician shall review, agree and follow all relevant protocol and procedures for the Tribunal centre in which they are delivering a service. A common location for service delivery will be crown court centres of HMCTS; protocols for attending such court centres has already been detailed above in the 'Pan-Lot Requirements' section.</p> <p>Suppliers should note that a technician may be required for lengthy proceedings lasting in excess of several months. A technician must be available to attend proceedings for some or all of this period as required by the Contracting Body.</p> <p>The technician shall, if required by the Tribunal, produce electronic document bundles at the request of other parties to the proceedings. These requests shall be treated in the strictest confidence. In the event that such a request is received the technician shall liaise with the Contracting Body Representative in order to determine a suitable timeframe for responding to the request. The technician shall only undertake such tasks for material that is to be used during the course of the proceedings in which they are providing a service.</p> <p>Material provided by other parties for conversion to electronic format shall not be disclosed to the Contracting Body prosecution team unless said party specifically requests disclosure. New material produced shall be stored within the presentation system in an appropriate folder. The folder shall be separate to any material for the Contracting Body and access restricted to the appropriate party.</p> <p>Section 10</p> <p><u>Systems and Compatibility Requirements</u></p> <p>Prior to Tribunal Proceedings</p> <p>This Service is likely to be engaged for the presentation of complex and/or paper heavy or high value cases. In some instances the volume of Source Material may exceed several million pages and Suppliers shall have the capacity to deal with such volumes of material. As methods of evidence</p>

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	<p>collection develop an increasing amount of Source Material may be provided in electronic format, such as multimedia files from body worn cameras. Suppliers shall have the capability to deal with potentially large volumes of electronic Source Material.</p> <p>The Supplier shall demonstrate the capability to incorporate all reasonable forms of Source Material provided into presentation packages as required; without diminishing the quality of the original Source Material. The Supplier may also be required to enhance Source Material in order to improve quality and facilitate ease of viewing.</p> <p>The Supplier shall ensure that any presentation packages developed can be fully integrated with the Contracting Body's ICT infrastructure and that of any nominated Tribunal centre or other organisation. A common setting will be an HMCTS court centre. As an indication, the hardware currently used by HMCTS typically consists of:</p> <ul style="list-style-type: none"> • Two (2) workstations/servers • Thirteen (13) widescreen monitors with nineteen (19)" screens with an aspect ratio of 16:9 and potentially one (1) mobile screen for a disabled witness or juror. A switch box may also be available • Monochrome printer • Document scanner (typically A4) • Document camera • CD/DVD-ROM player • VHS video recorder • Sound card for audio playback • Microsoft Operating System and Office applications and possibly Adobe Acrobat software • Standalone speakers <p>Please note that HMCTS is undertaking a technological refresh of the ICT equipment installed across its court centres; consequently the equipment listed above may be subject to variation.</p> <p>Testing of the presentation packages shall be undertaken, if required, on the Contracting Body's ICT infrastructure, the infrastructure of the relevant Tribunal setting (e.g. HMCTS court centre) or as instructed by the Contracting Body. The Supplier shall be required to review what equipment is being used with the appropriate Tribunal centre and Contracting Body representative and ensure compatibility.</p> <p>During Tribunal Proceedings</p> <p>The Supplier shall demonstrate adequate and secure back-up of any presentation package produced.</p>

LOT	DESCRIPTION
Lot 2	<p>LOT 2 Hardware Provision</p> <p>The supply and installation of visual display and audio equipment to equip a Tribunal centre to facilitate the electronic presentation of evidence.</p> <p><u>Lot 2: Hardware Provision</u></p> <p>Section 11</p> <p><u>Development of a Presentation Solution</u></p> <p>Prior to Tribunal Proceedings</p> <p>The Supplier shall provide a range of audio, visual display equipment to enable the electronic presentation of evidential material in Tribunal settings.</p> <p>For each individual requirement the Contracting Body will provide a specification, outlining the type of information to be presented, the format in which it is held and detailing any display equipment already present at the Tribunal centre. The Supplier shall provide and install an equipment package for the presentation of this material.</p> <p>The Supplier shall ensure all equipment provided is compatible with the design and layout of the relevant Tribunal setting. This may require at least one (1) visit to assess the layout. The Supplier shall agree any proposed solutions with the Contracting Body.</p> <p>On occasion the Supplier shall be required to present material produced by other organisations, such as other Government departments, on behalf of the Contracting Body. If instructed by the Contracting Body, the Supplier shall liaise with the third party organisations and develop a mutually acceptable strategy for presenting the required material.</p> <p>The Contracting Bodies may, on occasion, require the Supplier to deliver urgent requirements with a delivery timescale of forty eight (48) hours or less.</p> <p>The Supplier shall be required to install, test and support throughout Tribunal proceedings, any hardware provided. The Supplier shall install the required hardware and carry out testing at a time convenient with the appropriate Tribunal centre in advance of the Tribunal proceedings and remove the hardware at the conclusion of proceedings. The Supplier shall produce and agree with the Contracting Body, and possibly the relevant Tribunal centre, a timetable for the installation, testing and removal of the hardware.</p> <p>The Contracting Bodies shall require the Supplier to deliver presentation solutions to Tribunal centres in a wide range of locations across England and Wales. The Supplier shall have the capacity to provide the full range of service requirements to all of the regions detailed in Attachment 3. A common requirement will be service delivery to the crown court centres of</p>

LOT	DESCRIPTION
	<p>HMCTS; there are approximately five hundred (500) crown court centres across England and Wales. The Supplier shall also be required to deliver services to other Tribunal locations as specified.</p> <p>The Supplier shall likely be required to deliver presentation solutions to multiple Tribunal centres at any given time. As an indication of the scope of this requirement the Authority currently commissions approximately 20 presentation solutions on a monthly basis; however the requirement is on an ad-hoc basis and will be subject to variation. The Supplier shall be expected to have the capacity to meet this volume of requirement.</p> <p>During Tribunal Proceedings</p> <p>In some instances lengthy Tribunal proceedings, particularly crown court trials, may run for a period in excess of several months. Suppliers shall have the capacity to supply equipment for such long-term proceedings.</p> <p>After the Conclusion of Tribunal Proceedings</p> <p>The Supplier shall take responsibility for checking if a particular matter has concluded and making appropriate arrangements to remove the equipment. The Contracting Body does not accept liability for any costs incurred if equipment is not collected following the conclusion of a particular matter.</p> <p>Section 12</p> <p><u>Systems and Compatibility Requirements</u></p> <p>Prior to Tribunal Proceedings</p> <p>It is not the Contracting Body's intention to buy any hardware in support of their requirements. All hardware and peripherals shall be provided by the Supplier for the duration of specific Tribunal proceedings only. The Supplier may be required to provide supplementary equipment to enhance existing equipment already in-situ at Tribunal centres.</p> <p>The Contracting Body's equipment requirement may include, but not limited to, any of the following hardware:</p> <ul style="list-style-type: none"> • Two (2) workstations/servers • Thirteen (13) widescreen monitors with nineteen (19)" screens or larger with an aspect ratio of 16:9 and potentially one (1) mobile screen for a disabled witness or juror. A switch box may also be available • Monochrome printer • Document scanner (typically A4) • Document camera • CD/DVD-ROM player • VHS video recorder

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • Sound card for audio playback • Microsoft Operating System and Office applications and possibly Adobe Acrobat software • Headphones. <p>The Supplier shall provide any other forms of audio or visual display equipment as required by the Contracting Body, to present material in the required format. The Supplier may be required to provide project management advice to assist the Contracting Body in the identification of an appropriate solution.</p> <p>The Supplier may be instructed to utilise existing ICT equipment already in-situ, in conjunction with its own equipment, to display material. For example, to display a presentation on monitors already installed in a courtroom. In these circumstances the Supplier shall ensure that any equipment provided is compatible with the ICT equipment of the relevant Tribunal Centre.</p> <p>The Supplier shall ensure equipment provided is fit for purpose, compatible with all reasonable forms and formats of media that the Contracting Body may wish to present. The Supplier shall ensure the most cost effective option is provided.</p> <p>The Supplier shall ensure that all electrical equipment supplied has passed an appropriate electrical safety test undertaken by an approved Supplier and evidence of safety testing is visible by way of an appropriate label on the equipment.</p> <p>The Supplier shall supply electronic tablet devices to be used at Tribunal centres by Tribunal officials and other participants as required. The Supplier shall provide a sufficient number of devices to cater to each individual requirement.</p> <p>The tablet devices shall contain any electronic material specified by the Contracting Body; to aid in understanding of the case proceedings. This may take the form of an electronic jury bundle. The tablets shall have the capacity to store all required material.</p> <p>All information contained on the tablets shall be easily searchable and accessible from a single user interface. The interface shall be intuitive and operate in such a way that any reasonable person could operate the device with minimal training.</p> <p>The information on the tablets shall be presented in its original, unaltered format, unless otherwise requested. If required the Supplier shall amend the data prior to uploading it to the tablets</p> <p>The Supplier shall ensure that tablet devices are a secure, independent platform that cannot be accessed by unauthorised external devices or allow information to be sent electronically to any other unauthorised devices.</p>

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	<p>The Supplier shall ensure that tablet devices are equipped with a security function that prevents users from accessing the system settings functions on the device. The security function shall permit the required level of accessibility and interaction with the Source Material whilst ensuring that users cannot modify the device settings.</p> <p>During Tribunal Proceedings</p> <p>The Supplier shall be able to add additional material to the tablets at short notice during the course of the Tribunal proceedings. The additional material shall be incorporated into the existing document structure. If such a function cannot be provided the Contracting Bodies may accept a full update of the document suite, to incorporate any new material. If this process is followed the Supplier shall retain copies of any annotations made by users on the original version.</p> <p>The tablets shall contain a function that allows the user to make and record notes. The device shall allow the user to annotate any documents contained on it. The tablet shall have functionality that allows the user to 'bookmark' a location in the documents and return to it quickly.</p> <p>The tablets shall be compatible with all formats of Source Material provided and allow various types of media to be played, including audio and visual files.</p> <p>After Tribunal Proceedings</p> <p>At the Conclusion of Tribunal proceedings other Tribunal participants shall be afforded the opportunity to copy the Source Material onto another storage device, in order to retain copies of any annotations made. The Supplier shall then ensure that the tablet devices are returned to factory settings and all Source Material contained on them is erased in accordance with the requirements of the Security Schedule.</p> <p>Any material held by the Supplier shall be retained for a period of thirty (30) days for use at any potential appeal hearing. At the conclusion of the thirty (30) day period, unless otherwise instructed by the Contracting Body, the Supplier shall delete any records held in its archive, in accordance with the requirements of the Security Schedule. The Supplier may be required to provide a certificate evidencing that these records have been destroyed.</p> <p>Section 13</p> <p><u>Provision of a Technician for the Tablet Devices</u></p> <p>During Tribunal Proceedings</p> <p>The Supplier shall be present at the relevant Tribunal centre throughout the course of the Tribunal proceedings to provide on-going technical support and assistance to the users of the tablet devices.</p> <p>The Supplier technician shall deliver training to required Tribunal</p>

LOT	DESCRIPTION
	<p>participants in the operation of the devices, on the first day of the Tribunal prior to commencement of proceedings. The technician shall ensure that training briefings are suitable for individuals with a wide range of ICT literacy.</p> <p>The Supplier technician shall maintain back-ups of any material contained on the tablet devices in the event of a technical issue. Material shall be backed up on a daily basis. This shall be held on-site, on a secure storage device, to ensure rapid reinstatement of information to the tablet devices if required.</p> <p>At the conclusion of each Tribunal session all hardware shall be stored in a secure, on-site location; accessible only by nominated members of the Contracting Body, Supplier's staff and other nominated Tribunal officials e.g. officers of the court. Prior to delivery of the equipment the Supplier shall be required to make suitable arrangements with the relevant Tribunal centre.</p>
<p>Lot 3</p>	<p>Lot 3 Scanning Services</p> <p><u>Lot 3: Scanning</u></p> <p>Section 14</p> <p><u>Provision of a Scanning Solution</u></p> <p>The Supplier shall provide scanning services to support the presentation of paper based Source Material.</p> <p>The Supplier shall undertake scanning and conversion of all paper based Source Material to a digital format specified by the Contracting Body. This shall be saved into a portable media source that is compatible with the Contracting Body's ICT infrastructure. Portable media devices may include but not limited to flash drive, CD-ROM, or removable hard-drive, as specified. Both writable and read-only copies of the material may be required. Common document formats shall include, but not limited to, A4, A3, bound journals, reports, photographs, maps, diagrams. Loose media shall also be considered in the form of annotations and post it notes.</p> <p>The Supplier shall provide digital files in any other format required by the Contracting Body. If the Supplier does not have in house capacity to provide certain formats it may be required, with the express agreement of the Contracting Body, to engage the services of a Sub-Supplier with the required capability. Any subcontracting shall be subject to the Terms and Conditions set out in the Framework Agreement.</p> <p>The Supplier shall have software and processes in place to identify and remove duplicate and near-duplicate documents from the Source Material prior to scanning; to avoid the unnecessary inclusion and repetition of documents in the completed product. Once the exercise has been</p>

LOT	DESCRIPTION
	<p>completed the Supplier shall submit an audit report detailing the documents removed to the Contracting Body for consideration.</p> <p>The Supplier shall be required to collate and order the Source Material in a number of different ways, as required by the Contracting Body. For example, the Supplier may be required to conduct a document separation exercise on the Source Material prior to scanning and produce a digital file for each individual document. The Contracting Body may then require the Supplier to incorporate these files into a logical folder architecture; grouping related documents into sub-folders. The file architecture shall contain comprehensive search capability and have the functionality to act as a tool for data interrogation, to enable documents within the file structure to be located efficiently.</p> <p>The Supplier shall adopt and apply the unique reference number provided by the Contracting Body with the original Source Material to all scanned documents. The Supplier shall be required to apply a consistent naming convention to any scanned documents, as specified by the Contracting Body. Please see Attachment 10 for further details of the naming convention used by the wider Criminal Justice System.</p> <p>On request from the Contracting Body, the Supplier shall perform optical character recognition of scanned Source Material and provide versions of the scanned documents with optical character recognition functionality, in commonly used formats such as Portable Document Format (PDF), text files (TXT) or Rich Text Format (RTF). The Supplier shall ensure that PDF, TXT or RTF and all other digital files are allocated the relevant unique reference number and ensure the same reference number is recorded on any associated Tagged Image File Format (TIFF) files if relevant.</p> <p>The Supplier shall also be required to amend and adapt Source Material provided in an existing electronic format in order to provide edited versions of the Source Material. The Supplier shall provide this information in a range of removable media formats, including flash drive, CD/-ROM and removable hard drive. Additional copies may be required for a number of parties present during Tribunal proceedings e.g. other parties such as the defence team, Contracting Body prosecution counsel, jury or any specified third party and shall be compatible with the ICT infrastructure of the relevant Tribunal centre.</p> <p>The Supplier shall perform document quality control checks e.g. checking completeness and quality of scanned product against original Source Material, and share the results of these with the relevant Contracting Body upon request.</p> <p>The Supplier shall complete and provide a record of all work performed for each individual assignment. The specific format of the work record shall be agreed with the Contracting Body on a case by case basis. A common requirement would likely be a chronological log; setting out all actions taken and detailing all communications with the Contracting Body and other</p>

LOT	DESCRIPTION
	<p>relevant third parties.</p> <p>The Supplier shall ensure that all copies of Source Material held are destroyed in accordance with the security requirements detailed in the security schedule above. The Contracting Bodies shall not incur any costs relating to data storage. The Supplier may be required to provide a certificate evidencing that these records have been destroyed.</p> <p>Section 15</p> <p><u>Systems and Compatibility Requirements</u></p> <p>The Supplier shall provide all scanning equipment and software necessary to ensure delivery of the scanning services in accordance with this specification of requirements. The Supplier shall be required to obtain, at its own expense, all necessary licences required for the delivery of Service to the Contracting Bodies.</p> <p>The Tenderer shall ensure that their organisation’s scanning hardware has the capability to scan all types of documents as required; these may include A3, colour, bound books, maps, images, photographs etc. The Tenderer shall have the capability to scan documents as large as A1.</p> <p>The Contracting Bodies requirements for scanning shall vary on a case by case basis but volumes are typically in the range of five thousand (5,000) to two hundred and fifty thousand (250,000) pages; although this could be greater than one million (1,000,000) pages. An average requirement would likely be ten thousand (10,000) pages. If a Tenderer for Lot 3 does not have capacity to handle the largest volumes of material that in itself will not be a bar to inclusion on the Framework Agreement; however this may be a prerequisite of individual Call-Off, subject to the particular requirements.</p> <p>Scanning software shall be capable of providing pagination. Pagination requirements may include, but not limited to, numbering, lettering, roman numerals or a combination of several character types. Index of scanned pages and images shall include numbering and process conventions. Scanning software shall be capable of providing a hyperlink facility. Requirements may include hyperlinking documents to related indices and hyperlinks included in a body of text. The Supplier shall meet any specific hyperlinking requirements requested by the Contracting Body.</p> <p>The Supplier shall ensure that Scanned material shall be delivered to the Contracting Bodies in a format which is compatible with the Contracting Body’s ICT infrastructure and that of other organisations nominated by the Contracting Body e.g. HMCTS. For example, the CPS is commonly required to serve case material on HMCTS in a digital format, using the ‘Caselines’ platform.</p>
Lot 4	<p>Lot 4: Video Conferencing</p> <p>The provision of ad-hoc video conferencing services between Tribunal</p>

LOT	DESCRIPTION
	<p>settings and individuals who have been permitted to give evidence remotely via video link.</p> <p>Section 16</p> <p><u>Identification and Provision of a Videoconferencing Solution</u></p> <p>Prior to Tribunal Proceedings</p> <p>The Contracting Bodies require the provision of ad-hoc video conference services between Tribunals and individuals who have been permitted to give evidence remotely using a video conference system.</p> <p>Possible scenarios may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • evidence given from a private residence • evidence given from a workplace • evidence given from another form of institution • Multiple individuals giving evidence from separate locations • An individual who may have difficulty in giving evidence due to a physical impairment. <p>The Supplier shall provide the most effective communication solution to suit the individual circumstances of any requirement specified by the Contracting Body. The Supplier shall assist in identifying a cost effective option; suitable to varying availability of ICT equipment at the individual's location and Tribunal setting. The Supplier shall, if required, attend the individual's location or Tribunal centre to operate the video conference service. If required, the Supplier shall collaborate with other ICT infrastructure providers in order to establish a video conference session between the relevant locations.</p> <p>The Supplier shall demonstrate capability to arrange for ad-hoc video conference services to be conducted between a UK based Tribunal centre and a witness located overseas. The Supplier shall be expected to provide a range of solutions suitable to varying availability of ICT equipment at the witness location.</p> <p>The Supplier shall provide an end-to-end service including installation, testing, support and de rigging of the equipment. Suppliers shall be expected to be aware of, and adhere to, all relevant videoconferencing protocols for the Tribunal centre to which they are delivering a Service.</p> <p>During Tribunal Proceedings</p> <p>The Supplier shall provide real-time, remote technical support throughout the video conference session in order to monitor and maintain the continuity of the Service and resolve any technical issues arising. When providing support the Supplier shall provide a report within fifteen (15) minutes of any issues arising, detailing the nature of the problem, the</p>

LOT	DESCRIPTION
	<p>estimated down time and, where appropriate, confirm that the matter has been reported to the relevant expert within the Supplier's organisation. Following submission of the original report the Supplier shall provide progress updates every fifteen (15) minutes.</p> <p>If the matter cannot be resolved remotely a suitable member of the Supplier's staff shall be made available to attend the Tribunal centre or other relevant locations to provide on-site assistance. Such assistance shall be provided within twenty four (24) hours of a fault being detected. The Supplier shall liaise with the Contracting Body to determine a suitable time for attendance.</p> <p>The Supplier shall provide a dedicated telephone number and email address for communication with the Contracting Authority. These shall be monitored between the hours of 09:00 – 17:00.</p> <p>Section 17</p> <p><u>Systems and Compatibility Requirements</u></p> <p>Prior to Tribunal Proceedings</p> <p>The Supplier shall provide all necessary hardware and software to operate the videoconferencing requirement.</p> <p>The Contracting Body may require the Supplier to conduct a system test in advance of the required date, to ensure the system is operating efficiently. The Supplier shall liaise with the Contracting Body to identify a suitable time and date. If a problem is detected during testing the Supplier shall ensure the matter is resolved in advance of the required date.</p> <p>During Tribunal Proceedings</p> <p>The Supplier shall ensure that the videoconference service delivers a stable transmission throughout proceedings with clear image and sound quality suitable for viewing by any reasonable person.</p> <p>If required the Supplier shall provide visual and/or audio alteration of the transmission to protect the anonymity of the individual giving evidence.</p> <p>If required the video conferencing Service shall enable remote interaction with a Lot 1 Presentation Package. The individual dialling in remotely must be able to view all presentations in real time as they are presented to the Tribunal.</p> <p>Section 18</p> <p><u>Premises</u></p> <p>Prior to Tribunal Proceedings</p> <p>The Supplier may be required to provide, source or secure a venue</p>

LOT	DESCRIPTION
	<p>equipped with a video conferencing suite. The video conference system must be located in a private area in order that the individual cannot be observed or overheard whilst providing their testimony.</p> <p>If this is the preferred option of the Contracting Body the Supplier shall endeavour to source a location as close as possible to the individual's residence or current location; this may be a domestic or overseas location. Any requirement to engage Sub-Suppliers to provide this service shall be governed by the Terms and Conditions of this Framework Agreement.</p> <p>The Supplier may be required to provide a video conference venue that has a waiting room for family or friends accompanying the individual giving evidence. This shall include access to drinking water and toilet facilities.</p> <p>During Tribunal Proceedings</p> <p>The videoconferencing suite shall be operated by a technician who shall maintain the integrity of the call and attend to any technical issues. A technician shall be available at the times required by the Contracting Body and ensure the videoconference session is in place at the required start time.</p>
Lot 5	<p>Lot 5: Multimedia Editing Provision of an ad-hoc editing service to provide amended/redacted versions of multimedia recordings; often in the form of witness interviews.</p> <p>Section 19</p> <p><u>Provision of an Editing Solution</u></p> <p>In certain circumstances witness evidence is taken in the form of a multimedia recording, to be played during Tribunal proceedings such as crown court trials. The Contracting Body's require the provision of an ad-hoc editing service to provide amended/redacted versions of these recordings.</p> <p>Source Material may be provided to the Supplier in a number of formats including, but not limited to:</p> <ul style="list-style-type: none"> • Video cassette • DVD • Blu-ray • USB flash drive or other portable storage devices <p>The Supplier shall edit recordings in accordance with the requirements set out by the Contracting Body. Editing instructions may be provided in a number of forms, including typed transcripts that accompany the</p>

LOT	DESCRIPTION
	<p>recordings.</p> <p>Individual editing requirements may include, but not limited to, the following:</p> <ul style="list-style-type: none"> • Sections of footage removed entirely from the recordings; both audio and visual elements. • Sections of audio in the recording to be 'muted'. • The addition of subtitles • Pixellation and/or voice distortion to disguise the identity of the subject <p>The Supplier shall provide multiple copies of the edited material as specified by the Contracting Body.</p> <p>The Contracting Body may require the Supplier to deliver urgent requirements with a delivery timescale of forty eight (48) hours or less.</p> <p>The Supplier shall provide copies of the edited footage on portable media storage devices as specified by the Contracting Body. This may include, but not limited to:</p> <ul style="list-style-type: none"> • DVD • Blu-ray • USB flash drive or other portable storage devices <p>The Supplier shall retain copies of edited footage for a period of thirty (30) days following conclusion of a Call-Off Contract, unless otherwise directed by the Contracting Body. Following this period all records shall be destroyed in accordance with the requirements of the Security Schedule. The Supplier may be required to produce a certificate evidencing destruction of these records. The Contracting Bodies shall not incur any data storage costs as a result of this process.</p> <p>Section 20</p> <p><u>Systems and Compatibility Requirements</u></p> <p>The Supplier shall provide the redacted recordings in a codec format compatible with the ICT infrastructure of the Contracting Body and relevant Tribunal centres, such as court centres of HMCTS. Currently used multimedia software includes VLC media player v2.1 Rincewind, Windows Media Player 11, Quicktime version 7. The Supplier may also be required to provide redacted recordings in DVD format.</p> <p>The edited recordings shall incorporate a user interface with a range of viewing tools in order that the material is easily navigable. The edited recordings shall have the functionality to allow users to navigate between incremental scenes both during play and from a menu function. If required a time and date display shall be incorporated into the edited recordings.</p> <p>The Supplier shall ensure that the quality of the edited recordings is not</p>

LOT	DESCRIPTION
	<p>degraded in any way from the quality of the original Source Material. The Supplier shall review the quality of Source Material received and notify the Contracting Body if recordings are considered to be of poor quality.</p> <p>The Supplier shall have the capability to edit all normal and routine formats of Source Material provided by the Contracting Body. The Supplier shall have the capability to convert the Source Material into a range of other formats as specified by the Contracting Body.</p> <p>If required the Supplier shall ensure that the edited recordings are compatible with, and can be integrated with, other electronic presentations; such as those produced as part of the Lot 1 requirement for this Framework Agreement.</p>

2.3 Procurement specific Standards [NOT USED]

PART B – KEY PERFORMANCE INDICATORS

3. GENERAL

- 3.1 The purpose of this Part B is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed, in order to identify instances where delivery falls short of the required levels.
- 3.2 The Authority will work closely with Suppliers to review performance against the requirements of the Framework Agreement and agree action plans if any performance issues are identified. The Authority expects Suppliers to agree and implement these plans.
- 3.3 The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause 16.1 (Variation Procedure).
- 3.4 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified below.
- 3.5 The KPIs to be measured are detailed in tables A and B below. The Contracting Bodies will rate Suppliers against all KPIs they consider to be relevant to a particular Call-Off Agreement. The KPIs detailed in table A will assess the quality of service delivered by Suppliers on a case by case basis. The KPIs in table B will assess Supplier's ability to consistently deliver projects on time and within cost parameters over a specified review period to be agreed; likely 3-6 months.

TABLE A

Performance Metric	Key Performance Indicator	Method of Measurement	KPI Rating (1-3)			Not Tested
			1	2	3	
Project Management	Supplier provides advice and suggests added value solutions to requirements	Monitored through user feedback	Disagree	Neutral	Agree	
Customer Service	Supplier staff conduct themselves in accordance with relevant protocol when working at a Tribunal Centre	Monitored through user feedback	Disagree	Neutral	Agree	
	Supplier staff conduct themselves in a professional manner	Monitored through user feedback	Disagree	Neutral	Agree	
Integrity of Evidence	Source material is returned in the order and condition in which it was provided	Review of condition of returned Source Material	Disagree	Neutral	Agree	
	Scanned material is collated in accordance with contracting body instructions	Review of returned product	Disagree	Neutral	Agree	
Quality	Quality of final products shall not be degraded from that of the original source material	Review of returned product	Disagree	Neutral	Agree	
	Completed products and services meet the requirements of the	Monitored through user feedback	Disagree	Neutral	Agree	

	contracting body, are suitable for use and free from errors					
Training	Supplier provides adequate training in the operation of EPPE packages and equipment	Monitored through user feedback	Disagree	Neutral	Agree	
	Training materials provided by the Supplier are suitable for purpose	Monitored through user feedback	Disagree	Neutral	Agree	
Compatibility	Supplier software and equipment is compatible with the required ICT infrastructure without need for adjustment	Monitored through user feedback	Compatibility failure	Operational delay	Successful implementation	

With regard to the assessment criteria in Table A, failure to achieve a minimum of an ‘Amber’ score for nine out of every ten contracts awarded may result in an assessment of the Supplier’s suitability for the Framework Agreement or the implementation of a suitable improvement plan by the Authority. As part of such a plan Supplier’s may be expected to demonstrate an improvement in systems and processes. The Supplier will be responsible for any costs arising from the implementation of such a plan.

In order to achieve a rating of ‘Amber’ or greater the Supplier must achieve this score for each of the KPIs relevant to a particular Call-Off Agreement.

In the event of on-going service delivery failures by Suppliers, the Authority reserves the right, at its sole discretion, to remove Suppliers from the Framework Agreement.

TABLE B

Performance Metric	Key Performance Indicator	Method of Measurement	KPI Rating (1-3)		
			1	2	3
Cost	Supplier delivers completed projects at the commissioned price	Consideration of quoted price and any price variations agreed with the Contracting Body	Less than 90% of projects delivered at commissioned price	90 - 95% of projects delivered at commissioned price	More than 95% of projects delivered at commissioned price
Timeliness of Delivery	Supplier delivers completed projects within the specified timeframe for each requirement	Delivery against required timescales	Less than 90% of projects are delivered within the specified timeframe	90-95% of projects are delivered within the specified timeframe	More than 95% of projects are delivered within the specified timeframe
	Supplier staff attend tribunal hearings on time and ensure they are ready to begin at the specified time	Delivery against required timescales	Supplier Staff are ready to proceed as required on less than 90% of occasions	Supplier Staff are ready to proceed as required on 90-95% of occasions	Supplier Staff are ready to proceed as required on more than 95% of occasions
	Equipment and software shall be installed, tested and ready for use no later than one (1) hour before the commencement of Tribunal proceedings	Delivery against required timescales	Equipment and software are ready for use at the required time on less than 90% of occasions	Equipment and software are ready for use at the required time on 90-95% of occasions	Equipment and software are ready for use at the required time on more than 95% of occasions
	Supplier shall respond to Contracting Body queries within twenty four (24) hours	Delivery against required timescales	Supplier responds within twenty four (24) hours to less than	Supplier responds within twenty four (24) hours to 90-95% of	Supplier responds within twenty four (24) hours to more than 95% of

			90% of queries	queries	queries
Technical Support	Supplier provides remote support within required timeframes	Delivery against required timescales	Supplier provides technical support within required timescales on less than 90% of occasions	Supplier provides technical support within required timescales on 90-95% of occasions	Supplier provides technical support within required timescales on more than 95% of occasions
	Supplier provides on-site support within required timeframes	Delivery against required timescales	Supplier provides technical support within required timescales on less than 90% of occasions	Supplier provides technical support within required timescales on 90-95% of occasions	Supplier provides technical support within required timescales on more than 95% of occasions

With regard to the assessment criteria in Table B, failure to achieve a minimum of an ‘Amber’ score for every review period (quarterly) may result in an assessment of the Supplier’s suitability for the Framework Agreement or the implementation of a suitable improvement plan by the Authority. As part of such a plan Suppliers may be expected to demonstrate an improvement in systems and processes. The Supplier will be responsible for any costs arising from the implementation of such a plan.

Suppliers will also be measured against the timely return of Management Information. Completed MI reports containing all required information shall be returned by the 10th of each month for the preceding month. Suppliers failing to meet this requirement for more than 2 months of a 6 month rolling period may be the subject of an improvement plan.

In the event of on-going service delivery failures by Suppliers, the Authority reserves the right, at its sole discretion, to remove Suppliers from the Framework Agreement.

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES

1. DEFINITIONS

1.1 The following terms used in this Framework Schedule 3 shall have the following meanings:

Reimbursable Expenses	<p>means reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Goods and/or Services, calculated at the rates and in accordance with the Contracting Body's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Contracting Body otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
Supporting Documentation	<p>means sufficient information in writing to enable the Contracting Body reasonably to assess whether the Charges, Reimbursable Expenses (as referred to in paragraph 5 to this Framework Schedule 3 (Reimbursable Expenses) and other sums due from the Contracting Body under a Call-Off Agreement detailed in the information are properly payable.</p>

2. GENERAL PROVISIONS

2.1 The Framework Prices comprise of the Schedules set out in Annex 1, which set out the prices quoted in Suppliers Tender responses for delivery of the specified Services.

2.2 Pursuant to the terms of any Call-Off Agreement the Supplier agrees that any prices submitted in relation to a further competition, RFQ or Direct Award procedure held in accordance with Framework Schedule 5 (Call-Off Procedure) shall be equal to or lower than the Framework Prices.

2.3 The Supplier shall note that there may be an occasional requirement for out of hours working to deliver additional urgent requirements, outside the scope of the original Call-Off Contract. For example, evening or weekend working may be required during the course of Tribunal proceedings to deliver products in good time for commencement of the next scheduled day of proceedings. The Contracting Bodies acknowledge that such services may attract enhanced costs and shall agree such costs with Suppliers on a case by case basis.

- 2.4 The Supplier acknowledges and agrees that, except as described in paragraph 5 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Initial Framework Period.
- 2.5 Support and maintenance Charges are to include all updates for changes to the taxation regime applied by the Relevant Tax Authority, changes to Law by legislators and changes in regulation by regulatory bodies. If a Supplier believes that an extraordinary Charge is required to cover the cost for any changes this may only be issued to Contracting Bodies with the Approval of the Authority.
- 2.6 The Supplier shall provide an unlimited, non-exclusive licence to any Contracting Bodies commissioning Specially Written Software via a Call-Off Agreement under this Framework Agreement (unless otherwise agreed with the Contracting Body).

3. COSTS AND EXPENSES

- 3.1 Except as expressly set out in paragraph 4 of this Framework Schedule 3 (Reimbursable Expenses), the Framework Prices shall include all costs and expenses relating to the Goods and/or Services provided to Contracting Bodies and/or the Supplier's performance of its obligations under any Call-Off Agreements and no further amounts shall be payable by a Contracting Body to the Supplier in respect of such performance, including in respect of matters such as:
 - 3.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call-Off Agreement.

4. REIMBURSABLE EXPENSES

- 4.1 Where Services are to be provided to Contracting Bodies under any Call-Off Agreement on the basis of Framework Prices, the Supplier may be entitled to be reimbursed by the Contracting Bodies for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call-Off Agreements), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Contracting Bodies shall provide a copy of their current expenses policy to the Supplier upon request. Any such expenses must be itemised by the Supplier for the Contracting Bodies and evidenced by receipts. Payment of such expenses will be at the sole discretion of the Contracting Bodies.

The expenses should be charged in line with the Contracting Bodies own internal expenses limits.

5. ADJUSTMENT OF THE FRAMEWORK PRICES

- 5.1 The Framework Prices shall only be varied:

- 5.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 16.2 of this Framework Agreement (Legislative Change);
 - 5.1.2 where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);
 - 5.1.3 where all or part of the Framework Prices are reviewed and reduced in accordance with paragraph 6 of this Framework Schedule 3 (Supplier Periodic Assessment of Framework Prices); or
 - 5.1.4 where a review and increase of Framework Prices is requested by the Supplier and Approved, in accordance with the provisions of paragraph 7 of this Framework Schedule 3 (Supplier Request For Increase of the Framework Prices)
- 5.2 Subject to paragraphs 5.1.1 to 5.1.4 of this Framework Schedule, the Framework Prices will remain fixed for the Initial Framework Period.

6. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

- 6.1 Every twelve (12) Months during the Framework Period, the Supplier shall assess the level of the Framework Prices to consider whether it is able to reduce them.
- 6.2 Such assessments by the Supplier under paragraph 6.1 shall be carried out at the anniversary of framework contract award each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Framework Prices it shall promptly notify the Authority in writing and such reduction shall be implemented in accordance with paragraph 9.1.3 below.

7. SUPPLIER REQUEST FOR INCREASE OF THE FRAMEWORK PRICES

- 7.1 The Supplier may request an increase in all or part of the Framework Prices in accordance with the remaining provisions of this paragraph 7 subject always to:
 - 7.1.1 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Framework Prices ("**Review Adjustment Date**") which shall be subject to paragraph 7.2;
 - 7.1.2 the Approval of the Authority which shall be granted in the Authority's sole discretion.
- 7.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the second (2nd) anniversary of the Framework Commencement Date. Thereafter any subsequent increase to any of the Framework Prices in accordance with this paragraph 7 shall not occur before the anniversary of the previous Review Adjustment Date during the Framework Period.
- 7.3 To make a request for an increase in some or all of the Framework Prices in accordance with this paragraph 7 the Supplier shall provide the Authority with:
 - 7.3.1 a list of the Framework Prices it wishes to review;

7.3.2 for each of the Framework Prices under review, written evidence of the justification for the requested increase including:

- (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
- (b) details of the movement in the different identified cost components of the relevant Framework Price;
- (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
- (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (e) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Commencement Date.

8. INDEXATION

8.1 No indexation increases shall be applicable to the Framework Prices.

8.1.1 Neither the Framework Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Suppliers of the performance of their obligations under this Framework Agreement and any Call-Off Agreements.

9. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

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

9.1.1 in accordance with Clause 16.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.1 of this Framework Schedule;

9.1.2 in accordance with paragraph 3.3.3 and 4.8 of Framework Schedule 12 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.2 of this Framework Schedule 3; or

9.1.3 on 1 June for assessments made on 1 May and on 1 December for assessments made on 1 November where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.3 of this Framework Schedule 3; or

9.1.4 on the Review Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 5.1.4 of this Framework Schedule 3.

and the Parties shall amend the Framework Prices shown in Annex 3 to this Framework Schedule 3 to reflect such variations.

10. CHARGES UNDER CALL-OFF AGREEMENTS

- 10.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraph 2.4 of this Framework Schedule 3 and shall not affect the Charges payable by a Contracting Body under a Call-Off Agreement in force at the time a change to the Framework Prices is implemented.
- 10.2 Any variation to the Charges payable under a Call-Off Agreement must be agreed between the Supplier and the relevant Contracting Body and implemented in accordance with the provisions applicable to the Call-Off Agreement.

ANNEX 1: Framework Pricing

[Guidance Note: Prior to the commencement of the Framework Agreement, the Authority will populate this table with the relevant information from the Supplier's tendered prices in the Tender if a Time and Materials pricing mechanism has been used]

Lot 1 Presentation Packages

Service Description	Supplier Pricing Structure
Design and Development Services	
Project Management – design advice and assistance (including meetings with contracting body's)	
Equipment installation/testing/site visits	
EPPE Technician	
Technician Training	
Technical Support - remote	
Technical Support – on site (please clarify any graduated rates related to urgency of requirement)	
Total	

Lot 2 Provision of Hardware

Service Description	Supplier Pricing Structure
Hardware	
Server	
Data Screens/monitors	
Speakers	
Support Services	
EPPE Technician	
Technician Training	
Technical support - remote	
Technical Support – on-site	
Site visit to inspect venue	
Installation of equipment	
De-rigging of equipment	
Total	

Lot 3 Scanning

Service Description	Supplier Pricing Structure
Scanning: A4 black and white	
Scanning: A3 black and white	
Scanning: A4 colour	

Scanning: A3 colour	
Scanning: bound documents and journals	
Document separation exercise	
Development of searchable file architecture	
Project management advice	
Total	

Lot 4 Video Conferencing

Activity	Supplier Pricing Structure
Videoconferencing session - UK domestic address (no internet capability) to UK Tribunal centre (with video conferencing suite)	
Videoconferencing session - Overseas domestic address (internet enabled) to UK Tribunal centre (with video conferencing suite)	
Videoconferencing session - UK business address with video conferencing suite to Tribunal centre (with video conferencing suite)	
Videoconferencing session - UK domestic address (no internet capability) to UK Tribunal centre (no video conferencing capability)	
Equipment/software testing fee	
Equipment Hire (including installation)	
Technical support - remote	
Technical support on site	
Provision of software	
Total	

Lot 5 Multimedia Editing

Activity	Supplier Pricing Structure
Editing of footage to remove audio and visual content	
Development of a navigation function	
Pixcellation	
Technical Support	
Total	

**FRAMEWORK SCHEDULE 4: ORDER FORM AND CALL-OFF TERMS
ANNEX 1: ORDER FORM**

NB: Please be advised this section is currently under development and will be issued via the Bravo system once completed. The intention is to develop a streamlined order form and the terms and conditions will not be substantially different from that of the Framework Agreement Terms and Conditions.

FRAMEWORK SCHEDULE 5: CALL-OFF PROCEDURE

1. When the Contracting Body has a requirement to procure Services through the Framework Agreement, the Contracting Body will have the discretion according to the nature, value, complexity or risk of their requirements to either, complete a Direct Award, issue a RFQ or run a Further Competition amongst the Suppliers which have been awarded a place on the Framework Agreement against individual Lots. It is anticipated that a Further Competition or RFQ will be used primarily for Lots 1, 3 and 4 and the RFQ procedure will be the primary award vehicle for Lot 5. Lot 2 will be operated using a direct award procedure. The Contracting Body retains the right to implement a Direct Award procedure at its discretion for urgent requirements under any Lot or if circumstances render the RFQ or Further Competition routes impractical.
2. Suppliers for Lot 5 will be invited to an RFQ process or directly awarded contracts based on their geographical coverage in relation to individual requirements. The Supplier for Lot 2 will be issued with an RFQ form for each individual requirement.
3. The Contracting Body may have a requirement to procure Services for EPPE processes relating to sensitive information, such as that classified at Secret and above. In such circumstances the sensitive nature of the material may prohibit the operation of a competitive award process. When dealing with such material the Contracting Body reserves the right to directly award a Contract to Suppliers named under any Lot who are deemed to be suitable for a particular requirement.
4. Under such circumstances Suppliers will be selected on a case by case basis.
5. The Framework Agreement and the Call-Off Agreement terms will apply to the Call-Off Agreement, together with such more precisely formulated terms as may be specified by the Contracting Body. Use of the Further Competition procedure does not mean that the Specification of Requirements set out for this Framework Agreement can be changed, although a more precise statement of the requirements may be made. The Supplier in agreeing to accept such an order shall be deemed to have entered into a Call-Off Agreement with the Contracting Body for the provision of Services referred to in the Order Form set out in Framework Schedule 4.
6. **Further Competition**
 - 6.1. The invitation to take part in a Further Competition will:
 - be issued via the e-Tendering portal by the Authority's commercial team. Other Contracting Bodies may use their own internal processes for publishing Further Competitions.
 - be issued to all Suppliers in the relevant Lot capable of fulfilling the Contracting Body's requirements;
 - specify a fixed time limit for submission of proposals. Such time limit shall be of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the Contracting Body's requirements and the time needed to compile and submit a proposal; seek proposals for fulfilling the requirement, including for example:

- costs to meet the specific requirements;
 - particular delivery timescales;
 - key personnel;
 - particular payment profiles;
 - particular associated services.
- contain an outline of the requirement (in the form at Framework Agreement Schedule 4), completed as if it were the resultant order and indicating where information from the Tenderer is required.
- 6.2. When invited by the Contracting Body the capable Suppliers shall, via Bravo (or Contracting Body's similar system), either submit a written proposal or decline the invitation to take part in the re-opening of competition.
- 6.3. The Contracting Body reserves the right to discuss its requirement simultaneously with all Suppliers and if necessary make modifications in its sole discretion to any outline requirement before it issues its written Invitations to Tender for Call-Off Agreements.
- 6.4. The Contracting Body will evaluate all the Tenders submitted for each specific Further-Competition. Any resulting Call-Off Agreement is to be awarded in accordance with the evaluation criteria set out in Framework Agreement Schedule 6 Part A, which may be more precisely formulated by the Contracting Body having regard to the requirements of the individual Call-Off requirement. The Contracting Body will notify all Suppliers invited to Tender of the outcome of that evaluation.
- 6.5. The Contracting Body will place the order, in the form set out in Framework Agreement Schedule 4, with the Supplier who has submitted the Most Economically Advantageous Tender (MEAT) in accordance with the Further Competition criteria.

7. **RFQ**

- 7.1. The Contracting Body may require in some situations to adopt the RFQ process where they will issue an RFQ to those Suppliers capable of performing the required Services and inviting them within a specified time to submit a completed RFQ for each specific Call-Off Agreement to be awarded. If the Contracting Body decides to issue an RFQ the specimen form set out in Framework Agreement Schedule 4 will be used.
- 7.2. The Contracting Body will then choose and place an order with the Supplier which provides the most economical advantageous solution based on the criteria set out in Framework Agreement Schedule 6, which may be more precisely formulated by the Contracting Body having regard to the requirements of the Call-Off Agreement.
- 7.3. An order will be placed in the form set out in Framework Agreement Schedule 4. The chosen Supplier will be required to return a completed copy of the order form.
- 7.4. The Contracting Body reserves the right to vary the format of the RFQ and order forms if it so chooses.

8. **Direct Award**

- 8.1. The Contracting Body may require in some situations to adopt the Direct Award process. A decision to use the Direct Award process will be based on certain grounds including urgency or the sensitivity of a particular requirement. When utilising this process Contracting Bodies will follow the procedures set out below:
 - 8.1.1. Identify all Suppliers in a Lot capable of performing the required Services.
 - 8.1.2. Determine which Supplier can provide a suitable solution based on a range of factors including, but not limited to, applicable rates for the required service, information submitted at the ITT stage, quality and fitness for purpose of previous work provided under the Framework Agreement and measurement against key performance indicators..
 - 8.1.3. If the Contracting Body decides to place a direct order with a Supplier under this Direct Award process the selected Supplier will be invited to respond to the RFQ form at Framework Agreement Schedule 4. If the Contracting Body chooses to proceed on the basis of the quote provided, it will issue an order using the order form located at Framework Agreement Schedule 4. The Supplier must return a completed copy of this document. The Contracting Body reserves the right to vary the format of the RFQ and order forms if it so chooses.
- 8.2. Following receipt of an order form the Supplier shall:
 - 8.2.1 notify the Contracting Body in writing that it accepts the order for services by signing and returning the order form to the Contracting Body within one (1) working day or such other time as the Contracting Body specifies from date of receipt of the order form; or
 - 8.2.2 notify the Contracting Body in writing that it declines to accept the order for services and provide reasons for the decision within one (1) working day or such other time as the Contracting Body specifies from date of receipt of the order form.
- 8.3 If the Supplier:
 - 8.3.1 notifies the Contracting Body that it declines to accept an order for services; or
 - 8.3.2 the time-limit referred to in the order form has expired; then the offer from the Contracting Body to the Supplier shall lapse and the relevant Contracting Body may offer that order for Services to the next applicable Framework Supplier in accordance with the Direct Award criteria as stated in this section 8.
- 8.4 The Contracting Body may place an order with the Supplier by serving an order in writing in the form set out in Framework Agreement Schedule 4 by means of a paper (hard) copy, electronic mail or other on-line solutions. The parties agree that any document or communication which is not in the form prescribed by this clause shall not constitute an order under this Framework Agreement.
- 8.5 The Supplier shall provide the Contracting Body with the contact details of its nominated representative who is to receive an order for Services. It is the responsibility of the Supplier to ensure that the Contracting Body is notified of any changes to its nominated representative.

8.6 The Contracting Body shall be entitled at all times to decline to make an award for their service requirements. Nothing in this Framework Agreement will oblige the Contracting Bodies to place any order for services.

9. **Invoicing and Payment Procedures**

9.1 The Contracting Authority requires all ordering and payment procedures to be conducted via an e-procurement system; the Zanzibar purchase to pay system. The Contracting Authority will provide guidance for the registration and use of the Zanzibar system. The Contracting Authority will sponsor successful Suppliers to use this system and no costs will be incurred by Suppliers.

9.2 Following the award of a Contract under the Framework Agreement an e-purchase order will be issued via the Zanzibar system to the Supplier; this order will be raised to the value of the quotation provided by the Supplier. This will be received by the Supplier as an attachment to an email and also directly into the Supplier portal. We will require successful Suppliers to submit requests for payment via the Zanzibar system as an e-invoice.

9.3 The Supplier may also be required to utilise the e-procurement systems of other contracting bodies using this Framework Agreement.

FRAMEWORK SCHEDULE 6: AWARD CRITERIA

1. GENERAL

- 1.1 This Framework Schedule 6 is designed to assist Contracting Bodies when drafting an invitation to tender for a Further Competition, RFQ or Direct Award Procedure.
- 1.2 A contract shall be awarded on the basis of most economically advantageous tender ("MEAT") or the lowest price quoted, subject to the requirements of a particular Call-Off Contract.
- 1.3 This Framework Schedule 6 will include details of the evaluation criteria and any weightings that will be applied to that criteria. Evaluation criteria may consist of a range of sub-criteria, each attracting a proportion of the overall weighting available. For example, under the 'Quality' criteria a number of sub-criteria may relate to specific details of the requirement. The Contracting Bodies reserve the right to vary the evaluation criteria for individual Further Competitions.

PART A: FURTHER COMPETITION AWARD CRITERIA

1. As a guide the following criteria may be applied to the Goods and/or Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure:

Criteria Number	Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Body conducting the further competition
A	Quality	40-90%
B	Technical assistance	5-20%
C	Price	30 - 100%
D	Aesthetic and functional characteristics	5-10%
E	Delivery date and delivery period	0-10% (individual Call-Off Agreements may require timely delivery as a condition rather than an assessed criteria)

FRAMEWORK SCHEDULE 7: KEY SUB-SUPPLIERS

1. In accordance with Clause 22.1 (Appointment of Key Sub-Suppliers), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call-Off Agreements entered into pursuant to this Framework Agreement, to the Key Sub-Suppliers listed below.

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

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

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

1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.

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

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

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure:

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the “**Supplier Framework Manager**”) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).

2.1.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.

2.1.4 Following discussions between the Parties following the Framework Commencement Date, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

2.1.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into

effect within two weeks from receipt by the Supplier of the Authority's notification.

2.2 Supplier Review Meetings

- 2.2.1 Regular performance review meetings will take place at the Authority's premises throughout the Framework Period and thereafter until the Framework Expiry Date ("**Supplier Review Meetings**").
- 2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every 3-6 months or at the discretion of the Contracting Body. The Parties shall be flexible about the timings of these meetings.
- 2.2.3 The purpose of the Supplier Review Meetings will be to review the Supplier's performance under this Framework Agreement and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Supplier and communicated to the Authority in advance of that meeting.
- 2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) or one of its partners, and the Supplier Framework Manager.
- 2.2.5 The Authority reserves the right to conduct inspections and audits of Supplier and Sub-Supplier premises throughout the Term of the Framework Agreement; to verify that the required security processes are being adhered to.

3. KEY PERFORMANCE INDICATORS

- 3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- 3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 3.3 The Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.
- 3.4 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.
- 3.5 The Authority reserves the right to adjust, introduce new key performance indicators, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier.
- 3.6 The Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

- 4.1 The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:
- 4.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Bodies are consuming less and buying more smartly;
 - 4.1.2 developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Framework Period.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.

5. ESCALATION PROCEDURE

- 5.1 In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Authority Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 5.2 In cases where the Authority Representative and the Supplier Representative fail to reach a solution, the matter shall be escalated to senior management level (e.g. head of procurement/finance) for further consultation. If a resolution cannot be reached within a reasonable amount of time the matter shall be dealt with in accordance with the procedure set out in Framework Schedule 18 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

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

2. MANAGEMENT INFORMATION AND FORMAT

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

3. FREQUENCY AND CONTENT

- 3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Authority on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call-Off Agreements have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's.

Each Order received by the Supplier must be reported only once when the Order is received.

3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "**Nil Return**").

3.4 The Supplier must inform the Authority of any errors or corrections to the Management Information:

3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or

3.4.2 as a result of the Authority querying any data contained in an MI Report.

4. SUBMISSION OF THE MI REPORT

4.1 The completed MI Report shall be completed electronically and returned to the Authority via email using an address to be notified.

4.2 The Authority reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

5.1 The Supplier acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by the Authority to inform strategic decision making and allows it to calculate the Management Charge.

5.2 Following an MI Failure the Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to the Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

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

Admin Fees

5.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.

5.5 If, following activation of the Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.

- 5.6 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to supply Management Information as required by this Framework Agreement.
- 5.7 The Authority shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause **Error! Reference source not found.** (Management Charge) as a supplement to the Management Charge. Any exercise by the Authority of its rights under this paragraph 5.7 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

ANNEX 1: MI REPORTING TEMPLATE

REPORTING REQUIREMENT	CONTENT
NUMBER OF CALL-OFF CONTRACTS COMPLETED	<i>SUPPLIERS MUST IDENTIFY THE NUMBER COMPLETED FOR EACH CONTRACTNG BODY INCLUDING CONTACT DETAILS FOR THE COMMISSIONING OFFICER</i>
NUMBER OF CALL-OFF CONTRACTS IN PROGRESS	<i>SUPPLIERS MUST IDENTIFY THE NUMBER IN PROGRESS FOR EACH CONTRACTNG AUTHORITY INCLUDING CONTACT DETAILS FOR THE COMMISSIONING OFFICER</i>
NUMBER OF CALL-OFF CONTRACT FAILURES	<i>SUPPLIERS MUST IDENTIFY THE NUMBER OF FAILURES FOR EACH CONTRACTNG AUTHORITY INCLUDING CONTACT DETAILS FOR THE COMMISSIONING OFFICER</i>
REFERENCE DETAILS	<i>THE REFERENCE NUMBER AND TITLE OF EACH CALL-OFF CONTRACT AND ANY RELVANT PURCHASE ORDER NUMBER</i>
NATURE OF REQUIREMENT	<i>A SUMMARY OF THE CONTRACTING BODY REQUIREMENT AND THE WORK UNDERTAKEN</i>
CONTRACT VALUE	<i>VALUE OF EACH CALL-OFF CONTRACT COMMISSIONED</i>
COMPLAINTS LOG	<i>DETAIL TO INCLUDE DELAYS, DELIVERY ISSUES, QUALITY ISSUES ETC</i>

FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

Dear Sirs

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

2. In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.
3. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
4. We have tested a sample of [] [insert number of sample transactions tested] Orders and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Agreement.
5. We have tested from the order processing and invoicing systems a sample of [] [Insert number of sample transactions tested] public sector orders placed outside the Framework Agreement (where such orders have been received by the Supplier in the relevant period) during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as orders placed outside the Framework Agreement via the routes listed below.

Order Placed (subject and £ value)	Date of Order	Contracting Body	Procurement Route

6. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Name:.....

Signed:.....

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

Date:.....

Professional Qualification held by Signatory:.....

Note to Suppliers: where the Authority identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider

whether this behaviour goes beyond poor commercial practice and will seek further guidance from the Treasury Solicitor's Department.

FRAMEWORK SCHEDULE 11: MARKETING [NOT USED]

FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS

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

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

2. BACKGROUND

2.1 The Supplier acknowledges that the Authority wishes to ensure that the Services represent value for money to the taxpayer throughout the Framework Period.

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

2.2.1 Benchmarking;

2.2.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

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

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

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

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

3.2 Benchmarking Process

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

3.2.2 The plan must include:

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

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

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

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

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the Supplier's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data to calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report:

3.3.1 For the purposes of this Framework Schedule 12 "**Benchmarking Report**" shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 12;

3.3.2 The Supplier shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are good value;
- (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that

Benchmarked Service or the Benchmark Services as a whole Good Value; and

- (c) include sufficient detail and transparency so that the Authority can interpret and understand how the Supplier has calculated whether or not the Benchmark Services are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of the Authority in accordance with Clause 16.1 (Variation Procedure).

3.3.4 The Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Bodies.

4. CONTINUOUS IMPROVEMENT

4.1 The Supplier shall adopt a policy of continuous improvement in relation to the Goods and/or Services pursuant to which it will regularly review with the Authority the Goods and/or Services and the manner in which it is providing the Goods and/or Services with a view to reducing the Authority's costs, the costs of Contracting Bodies (including the Framework Prices) and/or improving the quality and efficiency of the Goods and/or Services. The Supplier and the Authority will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

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

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

- 4.2.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Goods and/or Services, and identifying opportunities to assist Contracting Bodies in meeting their sustainability objectives.
- 4.3 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Authority for approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.
- 4.4 The Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Authority's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to the Authority a revised Continuous Improvement Plan reflecting the changes required. Once Approved by the Authority, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.
- 4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
- 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Authority and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.
- 4.6 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
- 4.7 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
- 4.8 Should the Supplier's costs in providing the Goods and/or Services to Contracting Bodies be reduced as a result of any changes implemented by the Authority and/or Contracting Bodies, all of the cost savings shall be passed on to Contracting Bodies by way of a consequential and immediate reduction in the Framework Prices for the Goods and/or Services.

FRAMEWORK SCHEDULE 13: GUARANTEE [NOT USED]

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

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

2. GENERAL OBLIGATIONS

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

3. FAILURE TO INSURE

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

4. EVIDENCE OF POLICIES

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

5. AGGREGATE LIMIT OF INDEMNITY

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

5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:

- (a) details of the policy concerned; and
- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

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

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Goods and/or Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Goods and/or Services or this Framework Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to or arising out of the provision of the Goods and Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC LIABILITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

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

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

2.1.2 loss of or damage to property;

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

3. LIMIT OF INDEMNITY

3.1 Not less than one million pounds (£1,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but one million pounds (£1,000,000) any one occurrence and in the aggregate per annum in respect of third party public.

4. PERIOD OF INSURANCE

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

5. COVER FEATURES AND EXTENSIONS

5.1 Indemnity to principals clause.

6. PRINCIPAL EXCLUSIONS

6.1 War and related perils.

6.2 Nuclear and radioactive risks.

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

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

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

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

7. MAXIMUM DEDUCTIBLE THRESHOLD

7.1 Not to exceed ten percent (10%) for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Goods and/or Services.

3. LIMIT OF INDEMNITY

3.1 Not less than one million pounds (£1,000,000) in respect of any one claim and in the aggregate per annum.

4. PERIOD OF INSURANCE

4.1 From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Framework Period or until earlier termination of this Framework Agreement and (b) for a period of 6 years thereafter.

5. COVER FEATURES AND EXTENSIONS

5.1 Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Commencement Date.

6. PRINCIPAL EXCLUSIONS

6.1 War and related perils

6.2 Nuclear and radioactive risks

7. MAXIMUM DEDUCTIBLE THRESHOLD

7.1 Not to exceed ten percent (10%) of the sum insured under the policy each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1. GENERAL

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

PART D: PRODUCT LIABILITY INSURANCE

2. INSURED

2.1 The Supplier

3. INTEREST

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

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

3.1.2 loss of or damage to property;

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

4. LIMIT OF INDEMNITY

4.1 Not less than one million pounds (£1,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but one million pounds (£1,000,000) any one occurrence and in the aggregate per annum in respect of products liability.

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

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

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

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

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

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed ten percent (10%) for each and every third party property damage claim (personal injury claims to be paid in full).

FRAMEWORK SCHEDULE 15: [NOT USED]

FRAMEWORK SCHEDULE 16: FINANCIAL DISTRESS

1. DEFINITIONS

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

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

2. CREDIT RATING AND DUTY TO NOTIFY

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

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

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

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

where:

A is the value at the relevant date of all cash in hand and at the bank of the Supplier or the Framework Guarantor (as the case may be);

B is the value of all marketable securities held by the Supplier or the Framework Guarantor (as the case may be)]determined using closing prices on the

Working Day preceding the relevant date;

- C is the value at the relevant date of all account receivables of the Supplier or the Framework Guarantor (as the case may be); and
- D is the value at the relevant date of the current liabilities of the Supplier or the Framework Guarantor (as the case may be).

2.4 The Supplier shall:

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

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

3. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

3.1 In the event of:

- 3.1.1 the credit rating of the Supplier or the Framework Guarantor dropping below the applicable Credit Rating Threshold;
- 3.1.2 the Supplier or the Framework Guarantor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier or the Framework Guarantor;
- 3.1.4 the Supplier or the Framework Guarantor committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-Supplier notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- 3.1.6 any of the following:
 - (a) commencement of any litigation against the Supplier or the Framework Guarantor with respect to financial indebtedness or obligations under a service contract;

- (b) non-payment by the Supplier or the Framework Guarantor of any financial indebtedness;
- (c) any financial indebtedness of the Supplier or the Framework Guarantor becoming due as a result of an event of default; or
- (d) the cancellation or suspension of any financial indebtedness in respect of the Supplier or the Framework Guarantor,
 - in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Framework Agreement;

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

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

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

3.3 The Supplier shall (and shall procure that the Framework Guarantor and/or any relevant Key Sub-Supplier shall):

- 3.3.1 at the request of the Authority meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Framework Agreement; and
- 3.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Framework Agreement:

- (a) submit to the Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and
- (b) provide such financial information relating to the Supplier or the Framework Guarantor as the Authority may reasonably require.

3.4 The Authority shall not withhold its Approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Authority does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the

preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Authority or referred to the Dispute Resolution Procedure pursuant to paragraph 3.5.

3.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

3.6 Following Approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:

3.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Framework Agreement;

3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its Approval, and the provisions of paragraphs 3.5 and 3.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under paragraph 3.6.

4. TERMINATION RIGHTS

4.1 The Authority shall be entitled to terminate this Framework Agreement for material Default if:

4.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with paragraph 2.4;

4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 3.3 to 3.5; and/or

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

5. PRIMACY OF CREDIT RATINGS

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

5.1.1 the Supplier shall be relieved automatically of its obligations under paragraphs 3.3 to 3.6; and

5.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with paragraph 3.3.2(b).

ANNEX 1: RATING AGENCIES

[Rating Agency 1] – Dun & Bradstreet

[Rating Agency 2] - Experian

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	[to be populated with the Supplier's D&B and Experian ratings as at the point of award]	D&B Risk Indicator 2 – Lower than average risk Experian – Fair

FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

1.1 In this Framework Schedule 17 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 17 applies.

1.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 24.4 (Freedom of Information), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

[Guidance note: Any information provided in this Framework Schedule should be information which would be exempt under the FOIA. If the information would not be exempt under FOIA the Authority may publish it under Clause 24.3 (Transparency) of this Framework Agreement.]

[Guidance note: where any information listed in this Framework Schedule 17 is considered to be Management Information for the purposes of Clause 24.1 of the Framework Agreement and is provided by the Supplier to the Authority, the Authority may disclose the Management Information to other Contracting Authorities in accordance with Clause 24.1.2 of this Framework Agreement.]

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

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

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

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

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

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

2.4.1 first by commercial negotiation (as prescribed in paragraph 3);

2.4.2 then by mediation (as prescribed in paragraph 4); and

2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 46 (*Governing Law and Jurisdiction*)).

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

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

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

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

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

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

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

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

3. COMMERCIAL NEGOTIATIONS

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

3.2 If:

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

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

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

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

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 16.1 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

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

- 5.3.5 the process shall be conducted in private and shall be confidential; and
- 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 46 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 46 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 46 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

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

6.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to paragraphs 6.4.5, 6.4.6 and 6.4.7;

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

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

7.1.1 for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

FRAMEWORK SCHEDULE 19: VARIATION FORM

Framework Agreement Variation Notice

Contract Variation Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the [Supplier] and the [Authority/Contracting Body] entered into a [Contract/Framework Agreement] for the supply of [project name] dated [dd/mm/yyyy] (the 'Original Contract'/Framework Agreement) and now wish to amend the [the 'Original Contract'/Framework Agreement].

IT IS AGREED as follows

1. With effect from [date] the [Original Contract/Framework Agreement] shall be amended as set out in this Contract Variation:

Change Requestor / Originator		
Summary of Change		
Revised Contract Price	Original Contract Value	£
	Contract Variation No. [x]	£
	New Contract Value	£
Revised Payment Schedule	(See Annex [x] for Details)	
Revised Specification	(See Annex [x] for Details)	

Revised Contract Period	[Insert Dates]
Change in Contract Manager(s)	

2. Save as herein amended all other terms and Conditions of the [Original Contract/Framework Agreement] shall remain in full force and effect.

Signed for and on behalf of the [Supplier] by:

Name	
Title	
Signature	
Date	

Signed for and on behalf of the [Authority/Contracting Body] by:

Name	
Title (Authorised Authority / Contracting Body Representative)	
Signature	
Date	

FRAMEWORK SCHEDULE 20: TENDER

1. GENERAL

- 1.1 This Framework Schedule 20 sets out a copy of the Supplier's Tender including the Supplier's responses to the whole award questionnaire in accordance with section AQA1 of the award questionnaire to the ITT.
- 1.2 Subject to Clauses 1.2.2 and 1.2.3, in addition to any other obligations on the Supplier under this Framework Agreement and any Call-Off Agreement, the Supplier shall provide the Goods and/or Services to Contracting Bodies in accordance with the Tender