# 

**Memorandum of Understanding**

The Provision of Government Property Agency Short Term Furniture Requirement

Contract Reference: CCFR22A02

**Memorandum of Understanding**

**Dated: 27/07/2022**

**Parties**

1. Government Property Agency whose registered office is at 23 Stephenson Street, Birmingham, B2 4BJ
2. [Wagstaff Bros Limited] (registered number [00295393] whose registered office is at 9 Brewhouse Yard, Clerkenwell, London, EC1V 4JR

**Introduction**

1. The Client has selected the Services Providers following a competition under the RM6119 Framework Alliance Contract (the **Framework** ) and appointed the Suppliers to carry out certain works relating to the provision of furniture and associated services to the GPA estate (the **Programme**), pursuant to this Memorandum of Understanding and the associated core framework terms.
2. In order to promote the successful operation of the Programme, including the transparent and co-operative exchange of information and the benchmarking of the performance of the Suppliers against each other (where appropriate), the Suppliers are willing to enter a strategic relationship with each other and the Client on the terms and conditions set out in this Memorandum of Understanding.

**Agreed terms**

1. **Interpretations and definitions**
   1. In this Memorandum of Understanding unless the context otherwise requires the expressions shall have the following meanings:

**Contract Area** means The United Kingdom, to which this Memorandum of Understanding relates;

**Task Order** means an instruction from the Client to a Supplier to undertake a part of the Programme under the Contract;

**Contract** means the Order Form as amended between the Client and a Supplier under which the Client shall issue Task Orders to Suppliers to carry out any part or parts of the Programme;

**Programme** means the Client's programme of Furniture projects as further detailed in the Contracts and in individual Task Orders;

**Properties** means the properties selected by the Client as part of the Programme at the Sites and all references to a Property shall be construed accordingly;

**Sites** means various sites selected by the Client in which the Properties are situated, as identified in any particular Task Order;

**Working Day** means Monday to Friday inclusive but not including any public holiday.

* 1. The clause headings in this Agreement are for convenience only and do not affect its interpretation.
  2. Words importing the singular meaning shall include where the context so allows the plural meaning and vice versa.
  3. Words of one (1) gender include the feminine and neuter genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.
  4. Where the context so admits references in this Agreement to a clause or are to a clause or of this Agreement.
  5. A reference to any statute or statutory instrument shall include a reference to any consolidation, extension, amendment or replacement of it for the time being in force.

1. **Programme**
   1. The Client and the Suppliers intend to undertake the Programme in Properties at Sites in the Contract Area.
   2. The Programme shall be implemented in accordance with this Memorandum of Understanding and the Contracts.
   3. In all matters governed by this Memorandum of Understanding, the Client and each of the Suppliers shall act reasonably and without delay.
2. **Award of Task Orders**
   1. Each of the Suppliers have been ranked following a mini competition under the Framework as follows

Rank 1– [Supplier 1]

Rank 2 – [Supplier 2]

Rank 3-[ Supplier 3]

* 1. The Client proposes to allocate part of the Programme on a rotational basis based on the ranking set out above.
  2. Once the Client has identified part of the Programme it may issue an instruction to the first ranked Supplier to undertake services under the Contract.
  3. If the pre-conditions to placing a Task Order are not met by the first-ranked Supplier under the Contract the Client may ask the second ranked Supplier to undertake the same services under the Contract.
  4. If the pre-conditions to placing a Task Order are not met by the second-ranked Supplier under the Contract the Client may ask the third-ranked Supplier to undertake the same services under the Contract.

1. **Communication and organisation**
   1. The parties shall work together and individually in accordance with this Memorandum of Understanding to achieve transparent and co-operative exchange of information in all matters relating to this Memorandum of Understanding and the Programme except that any party may withhold any information where that party establishes to the reasonable satisfaction of the other parties that such exchange of information would prejudice that party's legitimate commercial interests..
2. **Objectives**
   1. The Client and the Suppliers shall establish, develop and implement their partnering relationships in accordance with this Memorandum of Understanding and the Contracts in order to achieve the objectives set out in the Contracts.
   2. The Client and the Suppliers undertake, within the scope of their agreed roles, expertise and responsibilities stated in this Memorandum of Understanding and the Contracts, to implement and to pursue, for the benefit of the Programme and for the mutual benefit of the Client and the Suppliers, the targets stated in the Contracts.
3. **Confidentiality**

The parties shall treat as strictly confidential and not disclose to any third party (except as expressly agreed or as obliged by law) any information exchanged between them, if and to the extent that it is stated or known by them to be confidential, and shall use such information only for the purposes of the Programme.

1. **Flexibility**
   1. The Client and the Suppliers acknowledge:
      1. the need for flexibility as between the capacity of the Suppliers and other relevant business factors and reflecting performance as monitored pursuant to the individual Contracts; and
      2. that the Client shall be entitled to issue Task Orders to any Supplier on the basis of the Client's reasonable assessment of such capacity, business factors and performance.
   2. For the avoidance of doubt, the issue of individual Task Orders in respect of the Programme shall be at the sole discretion of the Client and the Suppliers shall have no claim, either jointly or individually, for any loss of profit, goodwill or opportunity or for consequential or indirect loss as a result of the Client issuing Task Orders to any other Supplier or any other Supplier.
2. **Termination**
   1. This Memorandum of Understanding will automatically come to an end   
      on the termination or expiry of the last of the Contracts.
   2. Termination or expiry of this Memorandum of Understanding shall be without prejudice to any accrued rights and obligations under this Memorandum of Understanding as at the date of termination.
3. **General provisions**
   1. Nothing in this Memorandum of Understanding shall create or be construed as creating a partnership, agency or joint venture between any of the parties and no party shall have any authority or power to bind the others or contract in the name of or create a liability against the others.
   2. This Memorandum of Understanding is personal to the parties and none of their rights and obligations may be assigned or sub-contracted without the prior consent of the other parties.
   3. In the event of any discrepancy between the terms of this Memorandum of Understanding and the terms of any Contract the terms of the relevant Contract shall prevail.
   4. All representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Memorandum of Understanding by each party are made, given or entered into severally and the liability of each party in respect of any breach of any such representation, warranty, undertaking, covenant, agreement or obligation shall extend only to any loss or damage arising from that party's own breach.
   5. Except as otherwise stated in this Memorandum of Understanding and notwithstanding any other provision of the Contracts, nothing in this Memorandum of Understanding confers or purports to confer any benefit or right to enforce any of it's terms on any person who is not a party to it.

**IN WITNESS WHEREOF** this Memorandum of Understanding has been signed by or on behalf of the parties and delivered the day and year first before written