



Form of Direct Award



DDaT22192

FORM OF DIRECT AWARD

■ [redacted] Referenced [redacted] and Associated Services [redacted]

I/We the undersigned offer to [redacted] Shared Business Services LTD (UKSBS) with [redacted] [redacted]
Software Re [redacted] detailed [redacted] Individual Terms and Conditions (Appendix [redacted]
B has stated [redacted] Work Ag [redacted] [redacted] al Services. [redacted]

Ref Y20011 entitled "Software Products and Associated Services 2" for the timeframe of 01/06/2022
– 31/05/2025 [redacted]

Authorised to sign for and on behalf of Softcat PLC [redacted]

Date [redacted]

Signature [redacted]

Name [redacted]

Softcat Plc

Registered
Address: [redacted]

Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, United Kingdom, SL7 1LW

Telephone: [redacted]

Fax: [redacted]

E-Mail
Address: [redacted]

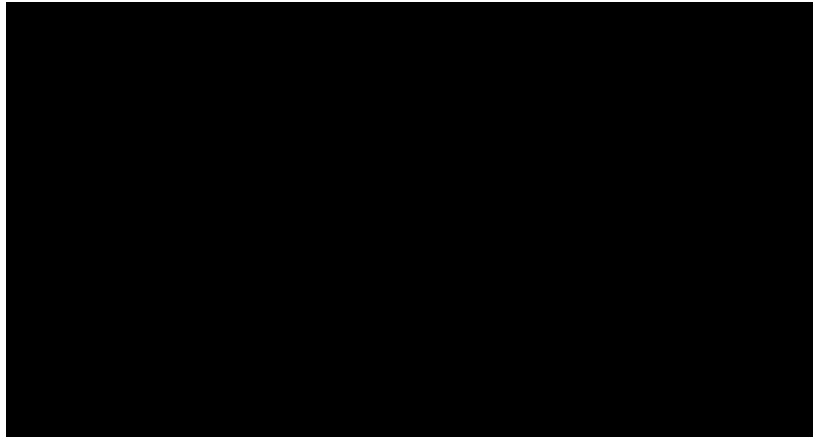
Signed for and on behalf of UK Shared Business Services (UK SBS) by its authorised representative:

Date:

Signature:

Name:

Position:



Please note:

SERVICE AGREEMENT

These Statements document our commitment to responding and actioning service requests for tickets related to this service, to ensure service continuity.

SEVERITY	DESCRIPTION	TARGET PREMIER RESPONSE SLA	TARGET PRODUCTION RESPONSE SLA	TARGET BASIC RESPONSE SLA

Individual Terms

These Individual Contract Conditions will apply to all Orders/Individual Contracts that are entered into between the Supplier and the Supplier.

Section Two – Definitions

Section Three – Compulsory Terms and Conditions

- These Terms and Conditions cannot be removed, amended or added to.

[illegible]

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			ce	45	
Ap			otice	46	

[REDACTED]

Section 1. Individual

During the course of the Framework Agreement, Customers/Participating Authorities will enter into Individual Contracts for the supply of Goods or Services for specified periods.

In accordance with the '2015' Individual Contracts based on a Framework Agreement are to be awarded before the end of the term of the Framework Agreement itself. The duration of the Individual Contract does not need to coincide with the duration of the Framework Agreement, but might, as appropriate, be shorter or longer. In particular, the Customer is allowed to set the length of Individual Contracts based on the Framework Agreement taking account of factors such as the time required for their

In accordance with The Customer may choose to implement, amend or procure those contained within the Software Products and A Individual Contract Terms and Conditions. Any such amendments or alterations shall be contained within the Further Competitiveness Act.

In order to open 'The Framework Agreement' when re-opening a competition should follow the steps below:

1. Participating Suppliers on the Framework Agreement shall be responsible for formulating a particular requirement.
2. The Participating Customer shall be responsible for formulating a specification/product brief to all Suppliers quoting a reasonable and proportionate time to be set for the submission of fully completed Tender responses.
4. Responses received shall be kept unopened and unopened until the specified closing date and time should be rejected unopened.

5. [redacted] ed re [redacted] accordance with the c [redacted] ted in [redacted]
[redacted] ginal speci [redacted] a used must be the same
as the headline c [redacted] or the original Framework Agreement or part thereof,
[redacted] participat [redacted] change the weightings and add their
[redacted] criteria [redacted]
6. [redacted] erers m [redacted] writing including brief details on [redacted]
where they scored points and where they did not.
7. A required 'stand [redacted] Further Competitions' [redacted] under a [redacted]
Framework Agreement. However it is advisable to hold a standstill period in relation
to a Further Competition as it is possible a Supplier may challenge [redacted] on and [redacted]
[redacted] apply to court for a 'declaration of ineffectiveness' which could lea [redacted] e Individual [redacted]

Headline Assessment Criteria

Direct Award – Placing [redacted] apable Supplier awarded on the Framework Agreement, without re-o [redacted] a set out below.

Regulation 33(8)(a) of the [redacted] 2015) sets out the criteria for making a Direct Award [redacted] Agreement is concluded with more than one Supplier [redacted]

- all the terms gov [redacted] provision of the works, services and supplies concerned
- the objective cor [redacted] determining which of the Suppliers on the Framework Agreement shall [redacted] document [redacted]

In accordance [redacted] may be placed under this Framework Agreement p [redacted] customer can meet any one of the following objective condition [redacted]

- Customer is satis [redacted] being their own due diligence they can identify the Supplier that offers best value for their requirement
- The Supplier is able to supply the required Goods/Services within the Customers [redacted] es [redacted]
- The Supplier scor [redacted] st mark for Price/Quality in the Framework Agreement evaluation

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[REDACTED]

11/11/2016

11/11/2016

11/11/2019

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Section 1 Definitions

Interpretations

The interpretation and construction of this Framework Agreement including any schedules and appendices shall be subject to the following provisions:

- the singular includes the plural;
- reference to gender includes the other gender and the neuter;

- references to words in the singular or plural, whether or not they are followed by "and/or", include printing, photography, lithography, display on a screen, e-mail, or reproducing words in a visible form and shall be construed accordingly.

At all times during the Framework Agreement period the Supplier shall be an independent contractor and shall not be an employee, agent, partner, associate or implied form of partnership, partnership or joint venture of the Contracting Authority. The Supplier, consequently neither the party to the Framework Agreement nor the Contracting Authority, unless specifically mentioned within the Framework Agreement.

Unless otherwise stated, the obligations of the parties, the obligation of the Contracting Authority under the Framework Agreement and nothing in the Framework Agreement shall create an obligation upon or in any way constrain or hinder the Contracting Authority from exercising its duties or powers. The Contracting Authority shall not lead to a liability under the Framework Agreement (Contracting Authority to the Supplier).

2.

D

Academy	Means a school in England which is directly funded by the Department for Education (DfE) and independent of local authority control.
Affiliate	Means any corporation, partnership, joint venture or other business entity in which the Supplier owns, directly or indirectly, stock or a capital or profit interest.
Alternative Supplier	Means an Alternative Supplier Framework Agreement utilised due to failure of a Contractual Agreement.
	, but to a
	the Kent responsibility relating to contracts and
	Ltd a
	ated as might be business
	property, contents, personal and/or sensitive personal data within the Data Protection Act, but always subject to the Data Protection Act.
Contract Year	Means the period of 12 months from the official Framework Agreement start date.
Contracting Authority	Means the body, in the case of Kent (via KCS Professional Services), that has agreed to take responsibility for the Tender process, and overarching responsibility for the Framework Agreement.
Controller	Determines the purposes and means of processing personal data and ensures contracts with Processors are compliant with GDPR.
Cost Price	Means the buy-in price from an external supply chain.
Customer	Means an authority or any public body, as defined in Section One, can access the Framework Agreement and who shall take full responsibility for their own Individual Contracting processes.
Customer Framework Agreement	Means a document completed and signed by the Customer and Contracting Authority, giving access to utilise the Framework Agreement.

Data Loss	ent that results, or may result, in the loss of Personal Data held by the Supplier under this Framework Agreement, and/or potential loss and/or destruction of Personal Data in breach of this Framework Agreement, including a Data breach;
Data Protection Impact Assessment	Means, an assessment by the Controller of the impact of the proposed processing on the protection of Personal Data;
Data Protection Legislation	Legislation that has been or may be introduced in the world to protect personal data handled in
	is a
	ant to
	personal
	arty or
	ent of
	factors
	matter
	party
	upplier
	is
	ment to the Framework Agreement and/or
	dividual Contract/Order. Such documents might
	ited to, user guides and
Force Majeure	ans any act, event or cause beyond the reasonable
Framework Agreement	arching Framework Agreement between the Contracting Authority and the Supplier and Individual Contracts are and that shall include all terms, conditions and requirements as stated, within and under which contracts may be entered into by entities/Customers and the Supplier(s).
Framework Agreement	to the Contracting or Member as a percentage of the net invoice value of the Goods/Services provided through the Framework Agreement.
Further Competition	Means the process by which Customers/Participating may obtain the Goods/Services through inviting competition among all capable Suppliers.
Goods/Services	Means the Goods or Services to be provided by the Supplier in accordance with the Framework Agreement

		ons and requirements and requirem	Individual
Implementation Plan		Means the plan to be developed by the Customer and	
		nd which will contain a schedule of tasks to	
		timescales for completion of said tasks,	
		s the party responsible for those tasks,	
		together with milestones to be achieved and against	
		ments may be enacted	
Individual Contract		Means the Contract created between a Participating Authority/Customer and Su	
		Services following a Further Co	
KCS Professional Service		County Council who takes	
		ing the Tender process and the	
		ramework Agreement.	
Law		subordinate law on with	
		ion 21(1) of the Interpretation Act 1978,	
		bye-law, enforceable right within the meaning of	
		European Communities Ac	
		, under, regulatory policy, mandatory	
		guidance or code of practice, judgment of a relevant	
		irectives or requirements with which	
		is bound to comply;	
Liquidated Damages		Means a sum of money specified as the total amount of	
		rieved Part	
		hes certain part(s) of the Framework	
		contract.	
Liquidated Damages Per		Means a period of ten (10) working days.	
Material Breach		Means a breach that has serious consequences on the	
		e Framework Agreemenor Individua	
		Contract.	

[REDACTED] ating Authority	Means a Member Authority th [REDACTED] detailed in Sectio [REDACTED]
[REDACTED]	[REDACTED] t and
[REDACTED]	[REDACTED] dual
[REDACTED]	[REDACTED] ans,
[REDACTED]	[REDACTED] means [REDACTED] pplier.
[REDACTED]	[REDACTED] ext
[REDACTED]	[REDACTED] or
[REDACTED]	[REDACTED] ing
[REDACTED]	[REDACTED]
[REDACTED] Potential Suppliers;	[REDACTED] This all suppliers that tender for this further

	agreed to supply the Goods/Services under the terms
	finance
	including
	and
	to
	such
	on
	bind
	Means an organisation that acquires or develops software to sell via a selected Supplier.



Section 1. Entire Contract

1. Entire Contract

1.1 Supplier's terms and conditions relating to Individual Contracts, together with the Purchase Order/Form of Direct Award, shall apply to the purchase of the Goods and/or Services by the Contracting Authorities, and/or Customer from the Supplier, to the exclusion of all other terms and conditions including any which the Supplier may purport to apply under any sales offer or similar document.

1.2 [REDACTED]

Agreement.

2. Due Diligence and

2.1 Both Parties must conduct due diligence prior to Individual Contract.

2.2 Both Parties must disclose to the Supplier the following information: the existing and future processes and procedures and the working methods of the Customer/Participating Authority; ownership, full capacity, capital and/or Services and any existing Individual Contracts which are to be novated to the Supplier.

2.3 The Supplier must, in writing, of each aspect of the operation for the provision of Goods and/or Services, the Supplier is to remedy each aspect and a timetable for and costs of those actions. For the purpose of this Clause 'in writing' includes e-mail. Each Party shall be liable to the Supplier for any loss, damage, or cost, incurred due to the Supplier's negligence, omissions, or

- [illegible]

[REDACTED]

- 4.2 The Supplier shall notify the Participating Authority as soon as practically possible if it has reason to believe that a claim has occurred, or is likely to occur.

The Supplier represents and warrants to the Customer/Participating Authority that:

5.1 The Supplier sells the Goods and/or Services with full title guarantee and free from all encumbrances;

5.2 On delivery of the Goods and/or Services will be in strict accordance with the specification set out or referred to in the Purchase Order/Individual Contract;

5.3 Each of the Parties warrants its power to enter into this Individual Contract and has obtained all necessary approvals to do so.

5.4 The Supplier warrants that the Goods and/or Services will be delivered in accordance with the specification set out or referred to in the Purchase Order/Individual Contract;

5.5 The Supplier warrants that the Goods and/or Services will be delivered in accordance with the requirements and regulations; and with the Good Practice for the purpose intended by the Customer/Participating Authority specified in the Purchase Order/Individual Contract; and will comply with all applicable laws and regulations;

5.6 The Supplier warrants that the Goods and/or Services will not infringe any intellectual property rights of a third party.

5.7 Each of the representations and warranties in Clause 5 (hereinafter referred to as "Warranties") shall be construed as a separate representation or warranty and shall survive termination or by any other term of this Individual Contract.

5.8 The Supplier acknowledges that the Customer/Participating Authority has entered into this Individual Contract.

5.9 The Warranties shall remain in full force and effect notwithstanding delivery or payment for the Goods and/or Services and notwithstanding termination of this Individual Contract for any reason.

6. Duration of Individual Contract

In [REDACTED] with [REDACTED] 2015' Individual [REDACTED]s base [REDACTED]
 of [REDACTED] network A [REDACTED] end of the term of the
 Framework Agreement [REDACTED] the duration of the Individual Contract does not need to
 co [REDACTED] the [REDACTED] agreement (48 months), but might, as [REDACTED]
 a [REDACTED] he should [REDACTED] the Customer/Participating Authority is [REDACTED]
 a [REDACTED] set the [REDACTED] its based on a Framework Agreement [REDACTED]
 taking account of factors such as the time needed for their performance, where
 maintenance of equipment [REDACTED] full life of more than [REDACTED] years is [REDACTED]
 included or where extensive training of staff to perform the Individual Contract is
 needed.

7.5 If there is an IPR Claim [REDACTED] Acting Authority and each
 Customer/Participating Authority [REDACTED] costs or expenses
 (including professional fees) [REDACTED] incurred as a result. The Supplier will have sole
 control over defence [REDACTED]

7.6 If an IPR Claim [REDACTED] the Supplier must at its own expense and the
 Customer/Participating Authority [REDACTED]
 obtain for [REDACTED] Customer/Participating Authority
 the rights in [REDACTED] and 7.2 without infringing any third party IPR
 [REDACTED] that don't [REDACTED] IPR [REDACTED]
 performance of the Goods [REDACTED]

8. Severance

Any provision of this Individual Contract that is held to be void or unenforceable shall,
 to the extent of such voidness or unenforceability be deemed severable and shall not
 affect any other provision of this Individual Contract that shall remain in force to the
 fullest possible extent.

9. Waiver

Neither Party shall, on any occasion (whether expressly or impliedly), in doing any of the things mentioned above, shall prejudice its rights to do so in the future.

10. Assignment and Novation

Neither Parties shall Assign, Novate or otherwise dispose of any part of its rights and/or obligations under this Contract without the explicit written consent of the other Party, which will not be unreasonably withheld.

Force Majeure

Individuals shall not enter into any other Individual Contract with the Customer/Participating Authority or forbearing to show favour or disfavour to any person in connection with any Individual Contract or any other contract entered into by the Customer/Participating Authority.

12.1.3 The Supplier shall not have any financial or other interest in any Public Bodies Corrupt Practices Act 1889 or any other law relating to the prevention of bribery or corruption, 1906 to 1916 or have given any fee or reward or any other consideration the receipt of which is an offence under the Local Government Act 1972.

12.1.3.1 The Supplier shall not, in connection with the Tender, enter into any agreement or arrangement with any other person or persons for the purpose of obtaining or securing the award of Tenders, or for the purpose of influencing the award of Tenders.

12.1.3.1.1 The Supplier shall not disclose to a person other than the Customer/Participating Authority the amount or the approximate amount of his Tender or the name of the person or persons in confidence of whom he has obtained insurance premium required for the preparation of his Tender).

2.1.3.3 did not give any sum of money or valuable property to any person for doing or having done or causing or having caused to be done in relation to any other act or thing of the described

[illegible]

Other Vice President, [REDACTED] Division of the Individual Contract [REDACTED] [REDACTED]

Individual

14. [REDACTED] shall not be responsible for the performance of the Individual Contract as is strictly necessary for the performance of the Individual Contract and only to the extent necessary for the performance of the Individual Contract.

14.2.2 [REDACTED] is treated [REDACTED] (without prior approval) or used by any state [REDACTED] professional advisors or consultants' otherwise than for the purposes of the Individual Contract.

14.3 Where the Customer/Participating Authority, the Supplier ensure that staff or such professional advisors or

commencing with the connection of the individual

14.4 The Supplier shall not disclose Confidential Information received otherwise than for the purposes of the Individual Contract/Purchase Order.

14.5 The provisions of Clauses 14.1 to 14.4 shall not apply to any Confidential Information received by one Party from the other:

14.5.1 which is or becomes public knowledge (otherwise than as a result of the Supplier's Condition);

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g Authority has used its resources.

14.6.2 disclosing Confidential Information from the Supplier:

14.6.2.1 Confidential Information provided to the Supplier by or on behalf of a government, office or agency of the Crown or any other authority, or by or on behalf of a participating Authority for any purpose relating to or connected with the performance of its functions.

14.6.2.3 Confidential Information under sub-paragraph 14.6.2.2 the Customer/Participating Authority discloses Confidential Information for the purposes of the performance of its functions, and that the Confidential Information is treated in confidence and that any undertaking is given where appropriate.

14.7 Notwithstanding this Contract, the Supplier shall not be liable for the disclosure of Confidential Information using any techniques, ideas or know-how gained or developed by the Supplier in the performance of the Individual Contract/Purchase Order in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

14.8 In the event that the Supplier breaches this Clause 14, the Customer/Participating Authority reserves the right to terminate the Individual Contract/Purchase Order by notice in writing with immediate effect.

14.9 The [redacted] and the [redacted] undertakes to the other that during the currency of the [redacted] Individual Contract/Purchase Order and for the period of [redacted] months after the expiry of the [redacted] it will not directly or by [redacted] its [redacted] or otherwise [redacted] for the benefit of any other person [redacted] in [redacted] endeavour [redacted] employee of the other to leave his [redacted] employment.

14.10 For the purposes of the Customer/Participating Authority's undertaking under this Clause 14 the information shall be deemed to include all information [redacted] in or on [redacted] [redacted] concerning the Purchase Order requirement. The provisions under [redacted] Clause 14 are [redacted]

[redacted] requires [redacted] working days (or such other period as the [redacted] the Customer/Participating [redacted] Authority [redacted]

15.2.3 [redacted] provide [redacted] assistance as reasonably requested by the [redacted] the Customer/Participating [redacted] to a request for information within the time for [redacted] Section 40 of the FOIA [redacted]

15.3 The Customer/Participating Authority shall be responsible for determining at its [redacted] a [redacted] [redacted]

15.3.1 [redacted] the Freedom of Information Act and the [redacted] Information Regulations; [redacted]

15.3.2 [redacted] the information [redacted] to a request for information, and in no [redacted] supplier respond directly to a request for information unless expressly authorised to do so by the Customer/Participating Authority.

15.4 The [redacted] acknowledge [redacted] Authority may, acting in accordance with the [redacted] of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information [redacted]

A [redacted] Oblige [redacted] Access to Government Information [redacted]
 the [redacted], for the En [redacted] [redacted] disclose Information:

- 15 [redacted] without c [redacted] [redacted] [redacted]
- 15 [redacted] following [redacted] [redacted] and having taken its views into [redacted]
 account.

15.5 The Supplier shall ensure that all information produced in the course of the Individual Contract or relating to the Individual Contract is retained for disclosure [redacted] all perm [redacted]
 [redacted] the Customer/Participating Authority to inspect such records as re [redacted] from time [redacted]

18. Diversity

Throughout the du [redacted] [redacted] Supplier shall and in addition
 shall ensure that [redacted] shall discharge their obligations under this
 Individual Contract [redacted] [redacted] and/or Services in accordance with their [redacted]
 re [redacted] [redacted] passing the provisions of the Sex
 Discrim [redacted] Relations Act 1976 (Amended 2000) and the Disability
 Discrim [redacted] Act [redacted] by the Equal [redacted] [redacted]
 C [redacted] on, the C [redacted] the Disability Rights Commission
 and shall in addition [redacted] its obligations under this Individual Contract and provide
 th [redacted] d/or [redacted] the Customer [redacted] Participating [redacted]
 A [redacted]

19. Liquidated Damages

Individual Contract [redacted] Liquidated Damages, where agreed in
 writing by the par [redacted] [redacted] or any such damages will be agreed between the
 Customer/Participating Authority and the Supplier and will be made up of
 d [redacted] loss [redacted], payable to the i [redacted] Parties [redacted]
 L [redacted] be restr [redacted] replacement or repair by
 the impacted Party [redacted] include such this as expected profit.

20. Dispute Resolution

20.1 The Parties shall attempt to resolve any disputes (other than those relating to the termination of this Contract or in part) arising under or in relation to this Individual Contract by following the Escalation Procedure (Clause 29), in the event the Escalation Procedure fails to achieve agreement or in exceptional circumstances the Supplier/Contractor hereby reserves the right to refer the matter to the Dispute Resolution Procedure identified below.

the Parties have failed to resolve a dispute by following the Escalation Procedure,

20.5 In the event that the resolution of the dispute at the end of the mediation, and the mediation has been exhausted, either Party may then invoke legal proceedings to resolve the dispute.

20.6 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Contract until the dispute has been resolved.

20.7 Neither Party shall seek to prevent the Parties from seeking an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20.8 Any dispute arising out of or in connection with this Individual Contract with respect to any matter which cannot be resolved by mediation and except in so far as may be otherwise provided in the Individual Contract shall be referred to and resolved under the provisions of the Arbitration Act 1996 by a single arbitrator to be appointed by agreement between the Parties or in Default of Agreement by the President for the time being of the Chartered Institute of Arbitrators.

21. Jurisdiction

The Contract shall be governed and construed in accordance with the Law of England and Wales. If the Contract is governed by the Law of Scotland, the Individual Contract is under Scottish or Northern Irish Law.

22. Non-discrimination

22.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any applicable legislation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).

22.2 The Supplier shall take all reasonable steps to secure the observance of Clause

employees and contractors have, breached the Modern Slavery Act 2015.

23. Title and Risk

23.1 Risk shall remain with the Supplier until delivery to the Participating Authority unless and until the Goods are delivered to the Participating Authority by an authorised officer of the Customer/Participating Authority. If the Goods are delivered to the Participating Authority for any reason, the risk in the Goods shall revert to the Supplier immediately upon the Customer/Participating Authority notifying the Supplier of such reversion.

23.2 Title to the Goods shall pass to the Customer/Participating Authority upon payment of the relevant invoice(s) in accordance with Clause 10. Equipment used to provide the Service where title remains with the Supplier shall be the property of the Supplier.

23.3 In the instance that a Customer/Participating Authority changes its operating status, i.e. from a public body to a private body or as previously granted to a new body, the Supplier shall be entitled to the new body.

24. **Income and Payroll Taxes** (b)(6)

24.1 In [REDACTED] could be [REDACTED] the instructions received from the [REDACTED]
[REDACTED] Patenting Authority [REDACTED] representative, quoting relevant [REDACTED]
re [REDACTED] numbers [REDACTED] of transactions/work completed.

24.2 Where appropriate, [REDACTED] should be able to operate through a government procurement card/purchasing card and should be able to operate within a cashless payment system. [REDACTED]

[REDACTED]

Authority of a data controller to correct invoice value (and where VAT is payable, a VAT invoice) clearly states the correct Purchase Order Number as appropriate.

24.7 Where the provisions of the Regulations have not been complied with payments will normally be made by the Local Authority in thirty (30) days of the tax point of the liability. The Local Authority/Participating Authority reserves the right to withhold payment where the provisions of the Regulations have not been complied with.

24.8 The Contracting Authority shall not be held responsible for payments due from [redacted] in [redacted] income tax [redacted] Contracting Authority [redacted]

25. Notices

Any notice to be sent to the addressee shall be in writing and sent by first class post to the addressee at the head of the Purchase Order/Individual Contract or fax and shall be deemed to have been received by the addressee within seventy two (72) hours of posting or twenty four (24) hours if sent by fax to the addressee's fax number of the addressee (within the United Kingdom) if a fax, a

26. Disruption

26.1 The Supplier shall take all necessary steps to ensure the performance of the Individual Contract by the Supplier and its employees and subcontractors and shall not disrupt the operations of the Customer/Participating Authority or its employees or subcontractors working under control of the Customer/Participating Authority.

26.2 The Supplier shall inform the Customer/Participating Authority as soon as practically possible of any potential industrial action that will cause a disruption to the Customer/Participating Authority and delivery to the Individual Contract.

the event of any industrial action or anticipated delay the Supplier will seek

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the Customer/Participating Authority in respect of the Sub-Contracted Services and the Supplier shall be responsible for the actions of any Sub-Contractor or their agents or employees, defaults or neglects of the Supplier or the Sub-Contractors.

27.2 The Supplier shall not in any way dispose of the Individual Contract or part of it without written prior approval from the Customer/Participating Authority, and shall necessarily with the Customer/Participating Authority.

27.3 The Supplier shall be liable for all acts, and omissions of its Sub-Contractors.

27.4 Where the Supplier engages Sub-Contractors, a copy of the sub-contract shall be submitted to the Customer/Participating Authority.

27.5 The Supplier shall not otherwise dispose of its rights and obligations under the Individual Contract, and shall provide proof to:-

27.5.1 any Customer/Participating Authority

27.5.2 any body or person in order to substantially perform the obligations that had previously been performed by the Customer/Participating Authority.

27.5 The Supplier shall substantially perform its obligations to the Customer under the Contract.

27.6 Any change to the legal status of the Customer/Participating Authority shall not, subject to Clause 27.7, affect the obligations of the Supplier under the Contract. In such circumstances the Individual Contract shall bind and inure to the benefit of any successor body to the Customer/Participating Authority.

27.7 The Supplier shall not be bound by any change to the legal status of the Customer/Participating Authority unless the change is approved in writing by the Supplier. The Supplier shall not be bound by any change to the legal status of the Customer/Participating Authority unless the change is approved in writing by the Supplier.

Suppliers obligation under the Contract and for no other purposes and shall take all steps to ensure that the Supplier's Confidential Information undertaking in relation to the Contract is complied with.

27.9 Each of the Parties shall carry out or use reasonable endeavours to ensure that the other Party is provided with all the information or further documentation that the other Party may require from time to time, for the purpose of giving the other Party the benefit of the Contract.

28. Acceptance of Contract

28.1 If the Supplier's submission and acceptance of a condition of the Customer/Participating Authority, the Customer/Participating Authority reserves the right to remove such condition at any time during the term of the Contract without penalty or incurring additional cost by the giving of notice.

28.2 The Supplier in accepting the Customer/Participating Authority's request for removal of a condition shall ensure that the remaining element of the Individual Contract is in accordance with the terms stated in the Individual Contract.

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Section 29. Escalation Process

29. Escalation Process

The following outlines the process that shall be followed in the event that a Supplier/Participating Authority experiences a problem(s) that it is unable to resolve.

Level One

The Customer/Participating Authority and Supplier will agree to use all reasonable endeavours to resolve any such problems at level one before initiating level two of this escalation process.

1	Authorised Representative Ordering	Local Account	Ten (10) working days from notification
2	Authorised Representative Customer response Body	Manager or Sales	Ten (10) working days from notification to enact
3	Contract	Company Director	Fifteen (15) working days from notification

30. Liability

These Clauses

30.1 The liability of both

30.1.1 The death or injury of any person caused by its employees' agents or Sub-Contractors

30.1.2 All damage suffered by either Party as a result of the implied statutory duty to take all reasonable steps to ensure freedom from

Shall not be limited

30.2 In addition to the above, the Supplier shall maintain, and keep in force, at any time during the Sub-Contract Period, throughout the Individual Contract Period;

30.2.1 Product Liability Insurance – limit £5 million (Five million pounds sterling) per claim or series of related claims

30.2.2 Public Liability Insurance – limit £10 million (Ten million pounds sterling) per claim or series of related claims

30.2.3 Employer's Liability Insurance – limit £10 million (ten million pounds sterling)

30.3 The following provisions shall apply to the Supplier and its employees, agents and Sub-Contractors: 39.2.1.1 to 39.2.1.5 set out both Parties liability (including negligence) in respect of claims arising under this Individual Contract.

30.3.1 The Supplier shall be liable for any loss or damage arising under this Individual Contract.

30.3.2 The Supplier shall be liable for any loss or damage arising under this Individual Contract, including negligence, arising out of or in connection with this Individual Contract.

30.4 Any loss or damage suffered by the Supplier's employees, agents or Sub-Contractors arising out of or in connection with this Clause 30 be known as an 'event of Default'.

30.5 The Supplier shall be liable for any loss or damage arising out of or in connection with this Clause 30, including negligence, arising out of or in connection with this Individual Contract, including profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer/Participating Authority or a third party) even if the loss was reasonably foreseeable at the time of the possibility of the Customer/Participating Authority incurring the same.

30.6 If [REDACTED] ever [REDACTED] lly to the same loss [REDACTED] they shall [REDACTED]
be [REDACTED] as givi [REDACTED] [REDACTED] ul Contract.

30.7 The [REDACTED]/Part [REDACTED] a the Supplier an agreed number of [REDACTED]
d [REDACTED] 30 day [REDACTED] ent of Default exclusive of the Service [REDACTED]
Le [REDACTED] eement [REDACTED] orformance Indicators (KPI's) and the [REDACTED]
Escalation process.

30.8 Except in the case of an event of Default arising under Clause 30.4 the Supplier shall
have no liability to the Customer/Participating Authority in respect [REDACTED] ct losse [REDACTED]
the event of Default unless the Customer/Participating Authority [REDACTED] ave served [REDACTED]

30.10.3 cancel th [REDACTED] with immediate effect.

31. Termination

31.1 The Customer/Part [REDACTED] may terminate the Individual Contract with [REDACTED]
ju [REDACTED] rties, on giving the Supplier sixty [REDACTED]
(60) day [REDACTED]

31.2 The [REDACTED]mer/Par [REDACTED] ed immediately to terminate the [REDACTED]
Individual Contract [REDACTED] ver from the Supplier the amount of any loss resulting [REDACTED]
fr [REDACTED] mina [REDACTED] f any of th [REDACTED] s of thi [REDACTED]
In [REDACTED]

31.3 The Customer/Part [REDACTED] h [REDACTED] ority may terminate the Purchase Order/Individual
C [REDACTED] t any tir [REDACTED] services are delivered by giving [REDACTED]
written notice and [REDACTED]

31.3.1 the Supplier shall cease to be bound to deliver and the Customer/Participating
[REDACTED] ority [REDACTED] eive delivery of an [REDACTED] r Good [REDACTED]
and/or Se [REDACTED]

31.3.2 The Customer/Participating Authority shall cease to be bound by this Individual Contract if the Supplier fails to deliver the Services that have not been delivered within the Termination fee (which cannot exceed the value of the remaining term of the Individual Contract/Order) has been agreed as part of the Individual Contract/Order.

31.3.3 The Customer/Participating Authority shall not be liable for any loss or damage whatsoever in the event of termination.

31.4 The Customer/Participating Authority may terminate this Individual Contract at any time, where;

Termination on Default

31.7 The Customer/Participating Authority may terminate this Individual Contract by giving written notice to the Supplier, which shall have immediate effect if the Supplier commits a Default and if:

31.7.1 The Supplier has not remedied the Default to the requirements of the Individual Contract within (20) working days or such longer period as the Customer/Participating Authority, after issue of a written notice stating the Default and requesting the Default to be remedied, may determine.

31.7.2 The Default is a material breach, in the reasonable opinion of the Customer/Participating Authority, of remedy or

31.7.3 The Default is a material breach of the Individual Contract. In the event of a material breach, the Customer is entitled to claim reasonable costs from the Supplier.

31.8 If the Customer/Participating Authority fails to pay undisputed sums of money when agreed under this Individual Contract, the Supplier shall notify the Customer/Participating Authority in writing of such failure to pay. If the

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With effect from the Clause Termination Date, the Supplier shall, at the request of the Customer/Participating Authority, return to the Supplier by the Customer/Participating Authority, until the Customer/Participating Authority has received the final invoice, all confidential information and documents.

32. Return upon termination

On termination of the Indemnity Agreement, the Supplier shall;

32.1 Return to the Customer/Participating Authority all confidential information and all documents belonging to the Customer/Participating Authority that are in the possession of the Supplier or its

Contracting Authority and/or Customer/Participating Authority and may not be determined by the Supplier.

33.2 The Supplier shall ensure that any of the Contracting Authority and/or Customer/Participating Authority without infringe the Data Protection Legislation.

33.3 The Supplier shall provide the Contracting Authority and/or Customer/Participating Authority in the preparation of any Data Protection Impact Assessment prior to the commencement of the Services, a list of the Contracting Authority, include:

33.3.1 a system of the envisaged processing operations and the purpose of the processing;

33.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

33.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

33.3 [redacted] measures [redacted] risks, including safety [redacted] security [redacted] measures [redacted] of Personal Data.

33.4 The [redacted] shall, [redacted] data processed in connection with its [redacted] of [redacted] under the [redacted]

33.4.1 [redacted] process that Personal Data only in accordance with such agreement as stated in 33.1, [redacted] to do otherwise but [redacted] if it is so required the Supplier shall promptly notify the Contracting Authority and/or Customer/Participating Authority before processing the [redacted] data unless [redacted] prohibited by Law;

(A) [redacted] comply with the Supplier's duties under this

(B) [redacted] liability undertakings with the

(C) [redacted] processor,

(D) [redacted] confidential nature of the Personal Data and

(E) [redacted] disclose any of the Personal Data to

(F) [redacted] party unless directed in writing to do so by the

(G) [redacted] Customer/Participating Authority

(H) [redacted] is Individual Contract; and

(I) [redacted] undergone adequate training in the use, care, protection

33.4.4 [redacted] not transfer [redacted] and outside of the LED unless the prior written consent of the Contracting Authority and/or Customer/Participating Authority has been obtained [redacted]

(i) [redacted] the [redacted] Customer/Participating Authority or

(ii) [redacted] the [redacted] provided appropriate safeguards in relation to the

(iii) [redacted] transfer (whether in accordance with GDPR Article 46 or LED Article 37)

(iv) [redacted] as [redacted] Contracting Authority and/or

(v) [redacted] Customer/Participating Authority

(vi) [redacted] the [redacted] has enforceable rights and effective legal remedies;

the [REDACTED] obligations under the [REDACTED] protection [REDACTED]
 Leg [REDACTED] protection to any Personal
 Data [REDACTED] transferred (or, if it is not so bound, uses its best
 ende [REDACTED] Contracting Authority and/or [REDACTED]
 Cus [REDACTED] in meeting its obligations) and [REDACTED]
 (ii) the [REDACTED] reasonable instructions notified to it in
 advance by the Contracting Authority and/or Customer/Participating
 Authority [REDACTED] processing of the Personal [REDACTED]

33.4.5 at the written direction of the Contracting [REDACTED] and/
 Customer/Participating Authority, delete or return Personal Data (and any [REDACTED]

33.5.5 receives a request from a third party for disclosure of Personal Data where
 complian [REDACTED] required to be required by Law;
 or [REDACTED]

33.5.6 becomes [REDACTED] event [REDACTED]

33.6 The Supplier [REDACTED] notify under Clause 33.5 shall include the provision of
 full [REDACTED] information [REDACTED] /or Customer/Participating [REDACTED]
 Authority in phases [REDACTED]

33.7 The Supplier [REDACTED] Supplier shall [REDACTED] provide the [REDACTED]
 C [REDACTED] authority with full assistance in
 relation to either [REDACTED] provisions under Data Protection Legislation and any
 complaint, commu [REDACTED] request made under Clause 33.5 (and insofar as possible [REDACTED]
 w [REDACTED] timescale [REDACTED] Customer/Participating Authority)
 including by promp [REDACTED]

33.7.1 the Contracting Authority and/or Customer/Participating Authority with full
 [REDACTED] details and [REDACTED] communication or request [REDACTED]
 33 [REDACTED] such assi [REDACTED] the Customer/Participating
 Authority [REDACTED] the Contracting Authority and/or Customer/Participating

Authority Access Request with relevant timescale; ;

33.7.3 the Contracting Authority and/or Customer/Participating Authority, at its request, will provide assistance in relation to a Data Subject;

33.7.4 assistance as requested by the Contracting Authority and/or Customer/Participating Authority following any Data Loss Event;

33.7.5 assistance as requested by the Contracting Authority and/or Customer/Participating Authority in respect to any request from the Information Commissioner's Office, or any consultation by the Contracting Authority and/or Customer/Participating Authority with the Information Commissioner's Office.

Customer/Participating Authority designated auditor.

33.10 The Supplier shall comply with the requirements of the Data Protection Legislation.

33.11 By processing Personal Data related to this Individual, the Supplier must:

33.11.1 notify the Customer/Participating Authority in writing of the Sub-Processor and processing;

33.11.2 enter into a written agreement with the Sub-Processor which give effect to the terms of Clause 33 such that they apply to the Sub-Processor;

33.11.3 provide the Customer/Participating Authority with such information regarding the Sub-Processor as the Contracting Authority and/or Customer/Participating Authority may reasonably require.

33.12 The Supplier shall not engage any Sub-Processor.

33.13 The Participating Authority may at any time amend this Framework Agreement by replacing it with any applicable Core Processor standard Clauses or similar terms forming part of any applicable standard form of contract which shall apply when incorporated by reference to this Framework Agreement.

33.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office to the Participating Authority and/or Customer. The Participating Authority may on not less than thirty (30) working days' notice to the Supplier amend this Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

[REDACTED]

[REDACTED]

Section 34 - Contract Terms

34. Price and Variation

34.1 The Price shall be the Price set out in the Individual Contract. The Price shall include:

34.1.1 the delivery of the Goods and any supporting documentation;

34.1.2 the provision of any required supporting Services; and

35.1 The Supplier shall deliver the Goods and/or Services, on the date(s) specified in the Individual Contract.

35.2 The Goods and/or Services shall be delivered in the quantity specified by the Customer/Part in the Individual Contract/Purchase Order.

35.3 The Supplier shall be responsible for arranging carriage of the Goods and/or Services at the cost and risk of the Supplier.

35.4 The Supplier shall deliver the Goods and/or Services to the premises stated in the Individual Contract/Purchase Order (and/or, in the case of electronic delivery, to the address or other electronic location specified in the Individual Contract).

35.5 The Goods and/or Services shall not be delivered unless and until the Customer/Part has signed a receipt acknowledging delivery (and, if specified on the Individual Contract/Purchase Order, installation) of the Goods and/or Services; (and for the avoidance of doubt where the Goods and/or Services are delivered by electronic means, the Supplier shall be deemed to have delivered the Goods and/or Services by the time the Goods and/or Services are delivered by electronic means, or, in the case of electronic delivery of Goods, the Supplier receives confirmation of receipt).

35.6 The Supplier shall deliver the Goods and/or Services to the Customer/Participating Authority at the premises specified in the Individual Contract/Purchase Order on the day specified or in accordance with any instructions.

35.7 In the event of any failure on the part of the Supplier to deliver the Goods and/or Services in accordance with the Individual Contract/Purchase Order the Customer/Participating Authority may (without prejudice to its other rights under this Individual Contract/Purchase Order):

35.9 The Supplier shall, at its own risk, inspect and replace any rejected Goods and if the Supplier does not do so within the advised timescale the Customer/Participating Authority may arrange for the removal of the Goods and to charge the cost thereof to the Supplier.

35.10 In the event that the Customer/Participating Authority rejects any Goods it may (at its absolute discretion) reject the entire Goods and/or any part thereof without prejudice to its rights and remedies; and/or

35.11 The Supplier shall be liable for any extra costs and expenses arising from or resulting from the rejection of the Goods including, but not limited to, the cost of purchasing alternative as close to the specification as possible.

36. Technical Support

36.1 The Supplier shall provide, in respect of the Goods supplied, a level of technical support as defined in the Individual Contract/Purchase Order.

37. **Replacement and Substitution**

If requested by the Customer/Participating Authority to maintain nominated or trained staff, the Supplier shall take all reasonable actions to ensure compliance with the request. If the Supplier replaces or substitutes staff, then the Supplier should notify the Customer/Participating Authority and ensure that the replaced or substituted staff are aware of the requirements of the Customer/Participating Authority for other nominated premises.

Service Levels and Service Credits

professional services) awarded against or incurred or paid by the Customer/Participating Authority in connection with:

39.2.1.1 Warranties on the part of the Supplier in Clause 3,

to the extent that such damage is caused to or arises from the Goods and/or Services;

39.2.1.3 the Customer/Participating Authority in any liability, loss, damage, Cost or expense sustained by the Supplier, its employees, Sublice contractors to the extent that such liability loss or expense is caused by, or relates to or arises from the

39.2.1.4 the Supplier or its employees agents or subcontractors in supplying and delivering the Goods and/or

loss to the Customer/Participating Authority

39.2.1.5 Customer/Participating Authority incurs liability under the Consumer Protection Act 1987 as a result of the acts or omissions of the Supplier in providing the Goods and/or Services.

39.3 The Contracting Authority (Customer/Participating Authority) will:

39.3.1 take all reasonable steps to mitigate its losses in relation to the claim under that indemnity;

41. Publicity

41.1 The Supplier shall inform the Customer/Participating Authority in advance that the Supplier is undertaking work for any Customer/Participating Authority. The Supplier shall take responsible steps to ensure that its work does not cause harm to the Customer/Participating Authority, professional advisors and consultants.

41.2 The Customer/Participating Authority shall be responsible to publicise in accordance with its legal obligation upon the Supplier's work, including any examination or assessment of the Supplier's work.

41.3 The Supplier shall ensure that its work does not damage the reputation of the Customer/Participating Authority or bring the Customer/Participating Authority into disrepute.

42. Security

42.1 The Supplier shall ensure that its work is carried out in accordance with the requirements of the Customer/Participating Authority whilst on the Customer/Participating Authority's premises or premises under the control of the Customer/Participating Authority.

42.2 The Customer/Participant shall provide to the Supplier information necessary to ensure compliance with the requirements of 42.1.

43. Records and Audit

43.1 The Supplier shall maintain records and accounts appertaining to the Individual Contract for one (1) year after expiry of the Individual Contract termination, or as long as required by the applicable law.

43.2 The Supplier shall ensure that all accounting records are kept in accordance with good accounting practise.

43.7 Both Parties agree that the Supplier shall not be liable for any loss to either Party, unless a Material Breach is identified in which the Customer/Participant Authority with all relevant information and subsequent action in relation to the identified breach.

44. Variation

44.1 Subject to the provisions of the Order, the Customer/Participant Authority may request a variation to the Order, provided that such variation does not amount to a new Order. Such a change is hereinafter called a "variation".

44.2 The Customer/Participant Authority shall initiate a variation by completing and sending the variation form attached at Appendix 1 ("Change Control Notice") to the Supplier. The Supplier shall respond to a request for a variation within the time limits specified in the Change Control Notice. Such time limits shall be reasonable having regard to the nature of the Order.

44.3 In the event that the Supplier fails to deliver the Goods and/or Services in accordance with the variation to the Individual Contract Price, the Customer/Participant may, at the discretion of the Contracting Authority may:-

44.3.1 agree to the termination of the Individual Contract without the Supplier being liable for any costs or charges.

44.3.2 terminate the Individual Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order form or where the Supplier can show evidence that substantial work is being carried out to fulfil the Order, and in such a case the Parties shall

45.2 In the event that the Contracting Authority is of the reasonable opinion that there has been a material breach of the Individual Contract by the Supplier, then the Customer/Participant may, at the discretion of the Contracting Authority, do any or all of the following:-

45.2.1 the Supplier shall, at its own expense, itself supply or procure the Goods and/or Services until such time as the Supplier is reasonably satisfied that the Supplier will once more be able to supply all of the Goods and/or Services in accordance with the Individual Contract.

45.2.2 without prejudice to the above, the Contracting Authority may, at its discretion, terminate the Individual Contract in respect of part of the Goods and/or Services only, whereupon the Supplier shall be liable to pay the Contract Price for such part of the Goods and/or Services;

45.2.3 terminate the Individual Contract in accordance with 31.11 – Termination on Default and/or

45.3.2 The Customer/Participating Authority shall pay, any reasonable costs incurred by the Supplier, including any reasonable administrative costs, in respect of the supply of any part of the Goods and/or Services by the Supplier to the extent that such costs exceed the amount payable to the Supplier for such part of the Goods and/or Services and provided that the Customer/Participating Authority uses its reasonable endeavours to mitigate any additional costs incurred by the Supplier in replacement Goods and/or Services.

45.3 If the Supplier fails to supply any of the Goods and/or Services in accordance with the provisions of the Individual Contract and such failure is capable of being remedied, then the

Customer/Participating Authority is entitled to avail itself of any one or more of the following remedies if any part of the Goods and/or Services have been supplied in breach of the Individual Contract:

45.5.1 to rescind the Individual Contract;

45.5.2 to require the Supplier to supply the Goods and/or Services (in whole or in part) and return them to the Supplier on the basis that a full refund of the price paid for the Goods and/or Services shall be paid forthwith by the Customer/Participating Authority;

45.5.3 to require the Supplier to give the Supplier the opportunity to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and to carry out any work necessary to make the Goods and/or Services comply with the terms of the Individual Contract;

45.5.4 to refuse to accept any further deliveries of the Goods and/or Services but without affecting the obligations of the Customer/Participating Authority;

45.5.5 to carry out any work necessary to make the Goods and/or Services comply with the Individual Contract; and

45. [REDACTED] to claim [REDACTED] in consequence of the [REDACTED]
Suppliers [REDACTED] breaches of the Individual Contract.

46. Monitoring of Contract

The Supplier shall comply with the monitoring arrangements set out in the Individual Contract/ Order for [REDACTED] providing such data [REDACTED] information as the Customer/Participating Authority may be required to produce under the Individual Contract.

Appendix 1 – Change of Control Notice (CCN)

This notice is to be completed whenever there is a modification, addition or deletion from the original contract or contract variation. The change into the individual contract or contract variation is to be signed by an authorised representative of the Supplier.

Sequential Number:

Title:

Number of pages attached:

[Redacted Content]

Signed for and on behalf of

By

Title

Date

By

Title