

DATED 25TH NOVEMBER 2025

PROCURE PLUS HOLDINGS LIMITED

and

CONSULTANTS

FRAMEWORK

**for the provision of retrofit design co-ordination and assessment services in connection
with the installation of low and zero carbon technologies**

**Framework Lots 1 to 6 (inclusive)
(Services Lots)**



30 Finsbury Circus
London EC2M 7DT
Ref: PRO26.120

T : +44 (0)20 7628 7576
F : +44 (0)20 7256 7318
W : www.devonshires.com

TABLE OF CONTENTS

| | | |
|-----------|-----------------------------------------------------------------------|-----------|
| 1 | DEFINITIONS | 4 |
| 2 | INTERPRETATION | 10 |
| 3 | FRAMEWORK TERM | 11 |
| 4 | THE ROLE OF THE FRAMEWORK | 11 |
| 5 | THE FRAMEWORK OBJECTIVES | 11 |
| 6 | COUNTERPARTS | 12 |
| 7 | CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 | 12 |
| 8 | REPRESENTATIVES | 12 |
| 9 | COLLABORATIVE WORKING | 12 |
| 10 | DISPUTE RESOLUTION | 13 |
| 11 | SHARING INFORMATION AND KNOW HOW | 13 |
| 12 | COMMUNICATIONS PROTOCOL | 14 |
| 13 | CONFIDENTIALITY & PUBLICITY | 14 |
| 14 | DISCLOSURE UNDER THE PROCUREMENT ACT | 15 |
| 15 | DATA PROTECTION | 15 |
| 16 | HEALTH, SAFETY, ENVIRONMENT AND QUALITY | 15 |
| 17 | COMPLIANCE WITH LEGISLATION | 15 |
| 18 | CONTINUOUS IMPROVEMENT | 15 |
| 19 | EARLY WARNING | 16 |
| 20 | SPECIFICATIONS | 16 |
| 21 | KEY PERFORMANCE INDICATORS | 16 |
| 22 | SUSPENSION AND TERMINATION | 17 |
| 23 | ASSIGNMENT, NOVATION AND LICENCE | 19 |
| 24 | PRICING AND PRICE CHANGES | 19 |
| 25 | SCHEMES PLUS | 20 |
| 26 | FRAMEWORK FEES | 21 |
| 27 | AWARD OF UNDERLYING CONTRACTS | 22 |
| 28 | MODERN SLAVERY | 25 |
| 29 | FINANCIAL AND MANAGEMENT INFORMATION | 25 |
| 30 | SOCIAL VALUE | 26 |
| 31 | FREEDOM OF INFORMATION | 26 |
| 32 | SURVIVAL OF CERTAIN CLAUSE | 27 |
| 33 | GOVERNING LAW | 27 |
| | SCHEDULE 1 - CONSULTANTS | 29 |
| | SCHEDULE 2 - CONDITIONS OF PARTICIPATION | 32 |
| | SCHEDULE 3 - COMPETITIVE SELECTION PROCESS EVALUATION CRITERIA | 33 |

| | | |
|-------------------|-----------------------------------------------------|-----------|
| SCHEDULE 4 | - FORM OF LICENCE | 34 |
| 1 | DEFINITIONS | 35 |
| 2 | RIGHT TO ENTER INTO UNDERLYING CONTRACTS | 36 |
| 3 | COMPLIANCE WITH OBLIGATIONS | 37 |
| 4 | REVOCAION | 37 |
| 5 | SCHEMES PLUS AND PAYMENT OF [FRAMEWORK FEES] | 38 |
| 6 | REPRESENTATIVE | 38 |
| 7 | ASSIGNMENT AND NOVATION | 39 |
| 8 | GENERAL | 39 |
| SCHEDULE 5 | - KEY PERFORMANCE INDICATORS | 40 |
| SCHEDULE 6 | DATA PROTECTION | 41 |

THIS FRAMEWORK is made the 25th day of November 2025

BETWEEN:

- (1) **PROCURE PLUS HOLDINGS LIMITED** (company number 05888820) whose registered office is at Duckworth House, Lancastrian Office Centre, Talbot Road, Old Trafford, Manchester M32 0FP (the “**Procure Plus**”); and
- (2) The Consultants named in Schedule 1 (Consultants) of this Framework.

WHEREAS:

- (1) Procure Plus is a social housing regeneration consortia.
- (2) Procure Plus has established this Framework following a competitive procurement process commenced by the publication of a Tender Notice on the Central Digital Platform dated 23rd May 2025, reference number 2025/S 000-026683.
- (3) This Framework is a framework for the provision of retrofit design co-ordination and assessment services in connection with the installation of low and zero carbon technologies.
- (4) The terms of this Framework govern the terms on which Consultants appointed to Framework Lots 1 to 6 (inclusive) may be awarded Underlying Contracts by Licensed Entities for the provision of retrofit design co-ordination and assessment services in connection with the installation of low and zero carbon technologies during the Framework Term.
- (5) Notwithstanding any other provision of this Framework, Procure Plus does not guarantee that the Consultants will be awarded Underlying Contracts for any particular value or type of work or services.
- (6) This Framework sets out the framework for collaborative working between Procure Plus, the Licensed Entities and the Consultants, for the fulfilment of the Framework Objectives.
- (7) The total estimated value of this Framework is £1,532,000,000.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS

Unless the context otherwise requires, the following words and phrases, where they appear in capitalised form in this Framework, shall have the meanings stated or referred to below:

“**Award Process**” means the process for the award of Underlying Contracts under this Framework outlined in Clause 27 (which term shall include both Direct Selection and Competitive Selection Processes);

“**Central Digital Platform**” means the online system defined by regulation 5(2) of the Procurement Regulations 2024;

| | |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Competitive Selection Process” | means the procedure outlined in Clauses 27.3 to 27.10; |
| “Competitive Selection Process Evaluation Criteria” | means the evaluation criteria set out in Schedule 3 (Competitive Selection Process Evaluation Criteria); |
| “Conditions of Participation” | means the conditions that a Consultant must satisfy in order to be awarded the relevant Underlying Contract, as specified by the Licensed Entity as part of the Competitive Selection Process for the Underlying Contract, which may include (without limitation) conditions relating to the matters set out in Schedule 2 (Conditions of Participation); |
| “Confidential Information” | means all information disclosed by one Party to another for the purposes of this Framework or any Underlying Contract entered into in pursuance of it, whether in writing, verbally or otherwise (including, without limitation, details of any Party’s commercial terms and any information referred to in Clause 31.3), unless the parties agree that such information is not to be regarded as confidential; |
| “Consultants” | means the consultants listed in the first column of the tables in Schedule 1 (Consultants) (and such persons’ respective successors in title), and “Consultant” shall be construed accordingly; |
| “Direct Selection” | has the meaning given to that term in Clause 27.2; |
| “Entity” | means any customer of Procure Plus from time to time, which may include: <ul style="list-style-type: none">(i) any Social Housing Provider;(ii) any local authority;(iii) any combined authority or associated body;(iv) any police, fire or rescue authority;(v) any transport authority;(vi) any NHS trust or body, or other health authority;(vii) any waste disposal authority; |

- (viii) any university, school, free school, college or academy;
- (ix) any contracting authority (as defined in the Procurement Act 2023) that does not fall within any of limbs (i) to (viii) above;
- (x) any entity or joint venture company that any of the entities listed in limbs (i) to (ix) above holds an interest in,

in each case in the United Kingdom from time to time;

“FOIA”

means the Freedom of Information Act 2000 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 in relation to such legislation;

“Framework”

means this framework and its schedules and appendices, which has been established following a competitive procurement process commenced by the publication of a Tender Notice on the Central Digital Platform dated 23rd May 2025, reference number 2025/S 000-026683;

“Framework End Date”

means the fourth (4th) anniversary of the Framework Start Date;

“Framework Fee”

means, in respect of each Underlying Contract awarded to a Consultant under this Framework, the Applicable Percentage of the amount of each invoice paid by the Licensed Entity under the Underlying Contract (excluding any VAT payable in respect of the invoice). For the purposes of this definition the **“Applicable Percentage”** means:

- (i) 4%; or
- (ii) such lower fee percentage that Procure Plus determines shall apply to the Underlying Contract;

“Framework Fees Invoice”

has the meaning given to that term in Clause 26.4;

“Framework Lots”

means the lots as set out in the Tender Notice;

“Framework Objectives”

has the meaning given in Clause 5;

| | |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Framework Price Change” | has the meaning given to that term in Clause 24.2; |
| “Framework Pricing Matrix” | means the relevant Consultant’s pricing matrix as contained in its tender submission for the Framework as the same may be amended from time to time in accordance with Clause 24; |
| “Framework Representative” | means the person described in Clause 8.1, as the same may be changed from time to time in accordance with Clause 8.2; |
| “Framework Start Date” | means 25 th November 2025; |
| “Framework Term” | means the period commencing on the Framework Start Date and, subject to earlier termination in accordance with Clause 22, ending on the Framework End Date; |
| “Information” | has the meaning given to it under section 84 of the FOIA; |
| “Key Performance Indicators (KPIs)” | means the key performance indicators set out or referred to in paragraph 1.1 of Schedule 5 (Key Performance Indicators) (as may be amended, updated or supplemented from time to time in accordance with paragraph 1.2 of Schedule 5), together with any other key performance indicators that may be incorporated into Underlying Contracts entered into between the relevant Consultant and Licensed Entity; |
| “Licence” | means a licence to access this Framework, in the form set out in Schedule 4 (Form of Licence); |
| “Licensed Entity” | means an Entity with whom Procure Plus has entered into a Licence; |
| “Parties” | means Procure Plus and the Consultants or anyone of them and “Party” shall be construed accordingly; |
| “Procure Plus Framework Manager” | means the person described in Clause 8.4, as the same may be changed from time to time in accordance with Clause 8.5; |
| “Procurement Act” | means the Procurement Act 2023; |
| “Procurement Documentation” | means the procurement documentation issued by Procure Plus for this Framework; |
| “Prohibited Act” | means: |

- (i) offering giving or agreeing to give to any servant of Procure Plus or a Licensed Entity any gift or consideration of any kind as an inducement or reward:
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Framework or any other agreement with Procure Plus or a Licensed Entity; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this Framework or any other agreement with Procure Plus or a Licensed Entity;
- (ii) entering into this Framework or any other agreement with Procure Plus in connection with which commission has been paid or has been agreed to be paid by the Consultant or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to Procure Plus;
- (iii) committing any offence:
 - (a) under the Bribery Act 2010 or the Prevention of Corruption Acts 1889-1916;
 - (b) under Law creating offences in respect of fraudulent acts, or
 - (c) at common law in respect of fraudulent acts,

in relation to this Framework or any other agreement with Procure Plus or a Licensed Entity;
- (iv) any act or omission which leads to the commission of an offence under

Section 117 of the Local Government Act 1972; or

- (v) defrauding or attempting to defraud or conspiring to defraud Procure Plus or a Licensed Entity;

“Project Participants”

means any and all persons who are involved in the Services which are being undertaken pursuant to the Underlying Contracts and indicate their willingness to embrace and adhere to the principles of collaborative working envisaged in this Framework;

“Quarter”

means each of the following:

- (i) a period from 1 January to 31 March (inclusive);
- (ii) a period from 1 April to 30 June (inclusive);
- (iii) a period from 1 July to 30 September (inclusive); and
- (iv) a period from 1 October to 31 December (inclusive);

“Request for Information”

means a request for information or an apparent request under the Code of Practice on Access to Government Information or FOIA;

“Schemes Plus”

means the internet based project management and electronic trading platform operated by Procure Plus as described in Clause 25;

“Schemes Plus Tasks”

means the tasks to be performed by the Consultants using Schemes Plus, as further detailed in the Specifications;

“Services”

means the services to be provided pursuant to Underlying Contracts, as more particularly described in the relevant Underlying Contract;

“Social Housing Provider”

means any provider of social housing including, without limitation, registered housing providers, local authorities, and Arm's Length Management Organisations;

“Specifications”

means the specifications included at Document B of the Procurement Documentation;

| | |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Suspension Notice” | has the meaning given to that term in Clause 22.3; |
| “Tender Notice” | means the tender notice issued by Procure Plus for this Framework dated 23rd May 2025, reference number 2025/S 000-026683; |
| “Underlying Contract” | means any of the following contracts as selected by the Licensed Entity making the call off: <ul style="list-style-type: none">(i) a services contract substantially in the form annexed at Document F of the Procurement Documentation, subject to such further amendments as may be agreed between the Licensed Entity and the relevant Consultant;(ii) a services contract substantially in the form annexed at Document G of the Procurement Documentation, subject to such further amendments as may be agreed between the Licensed Entity and the relevant Consultant;(iii) any other form of contract stipulated by the Licenced Entity making the call off; |
| “Underlying Contract Price Change” | has the meaning given to that term in Clause 24.5; |
| “Warning Notice” | has the meaning given to that term in Clause 22.1; |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London. |

2 INTERPRETATION

- 2.1 This Framework shall be construed in accordance with the rules of interpretation set out in Clause 2.2 of this Framework and the defined words and phrases listed in Clause 1.
- 2.2 In this Framework, unless the context otherwise requires:
- 2.2.1 the headings are included for convenience only and shall not affect the interpretation of this Framework;
 - 2.2.2 the singular includes the plural and vice versa;
 - 2.2.3 a gender includes any other gender;
 - 2.2.4 a reference to a person' includes any individual, firm, partnership, company and any other body corporate;

- 2.2.5 a reference to a statute, statutory instrument or other subordinate legislation (“**Legislation**”) is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and
- 2.2.6 a reference to specific standards, codes of practice, guideline, rules and/or schemes shall be construed as including all amendments, modifications, supplements, re-drafts and/or substitutes thereto.
- 2.3 The Schedules to this Framework form part of this Framework.
- 2.4 Unless otherwise expressly provided in this Framework, the liability of each Consultant in respect of its obligations under this Framework shall be several and extends only to any loss or damage arising out of that Consultant’s own breaches or default.
- 2.5 Where a Consultant is a consortium comprising of a number of consortium members (as shown in Schedule 1 (Consultants)) those consortium members shall together be treated as the “Consultant” for the purposes this Framework and shall be jointly and severally liable for the performance of the Consultant’s obligations under this Framework.

3 FRAMEWORK TERM

- 3.1 Subject to earlier termination in accordance with the terms of this Framework, this Framework shall commence on the Framework Start Date and shall continue until the Framework End Date.
- 3.2 For the avoidance of doubt any Underlying Contract entered into before the Framework End Date shall continue in full force and effect until its respective termination date, notwithstanding the termination of this Framework.

4 THE ROLE OF THE FRAMEWORK

- 4.1 The main aim of this Framework is to provide a supplemental and complementary framework of provisions designed to encourage the Parties to work with each other, the Licenced Entities and with all other Project Participants in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.
- 4.2 The provisions of this Framework will supplement and complement the terms of any Underlying Contract. However, in the event of any conflict between the provisions of an Underlying Contract and the provisions of this Framework, the conflicting provisions of the relevant Underlying Contract will prevail over the conflicting provisions of this Framework.
- 4.3 Neither Procure Plus, any Licensed Entity nor any Consultant is obliged to enter in to any Underlying Contracts during the Framework Term and, for the avoidance of doubt, neither Procure Plus nor any Licensed Entity shall be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by a Consultant as a result of that Consultant not being awarded one or more Underlying Contracts or choosing not to enter in to one or more Underlying Contracts during the Framework Term.

5 THE FRAMEWORK OBJECTIVES

- 5.1 The Framework Objectives are as follows:
- 5.1.1 To provide the Licensed Entities with a route to improve the energy efficiency of their housing stock;

- 5.1.2 To carry out and complete the works and services described in the Underlying Contracts at a rate that is below the market cost through economies of scale, efficient working processes, managed risk and reliable payment terms;
- 5.1.3 To deliver high quality workmanship using quality, sustainable materials to maximise the life expectancy of the works to be carried out pursuant to the Framework;
- 5.1.4 To enable flexible and adaptable scheme delivery to meet the Licensed Entities' needs; and
- 5.1.5 To actively recruit, train and retain individuals from priority groups (as identified by Procure Plus in collaboration with Licensed Entities) to the standards required to meet the Key Performance Indicators and to allow such individuals to achieve and develop their skills and qualifications so that they can progress from entry level positions through to becoming a qualified tradesperson by undertaking the works to be carried out under the Framework.

6 COUNTERPARTS

This Framework may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Without prejudice to any enforceable rights or benefits which third parties might have under or as a consequence of the Underlying Contracts and/ or any collateral warranties provided, or to be provided, by the Consultants pursuant to the Underlying Contracts, and save for any right conferred by this Framework on a Licensed Entity, it is not intended that anything contained in this Framework should confer any enforceable rights or benefits upon third parties who are not parties to this Framework unless a contrary intention is expressly stated.

8 REPRESENTATIVES

- 8.1 On or before the Framework Start Date each Consultant shall appoint a representative to act as its representative in connection with this Framework ("**Framework Representative**") and shall provide Procure Plus with the name and contact details of this individual
- 8.2 Each Consultant shall keep Procure Plus informed of any change in the identity of its Framework Representative from time to time.
- 8.3 For the avoidance of doubt, Procure Plus shall have no liability to a Consultant in respect of any matter that arises out of or in connection with any failure by the Consultant to comply with its obligation under Clause 8.2.
- 8.4 On or before the Framework Start Date Procure Plus shall provide to each Consultant the name and contact details of the individual who will manage this Framework on Procure Plus' behalf (the "**Procure Plus Framework Manager**").
- 8.5 Procure Plus shall keep the Consultants informed of any change in the identity of the Procure Plus Framework Manager from time to time.

9 COLLABORATIVE WORKING

- 9.1 The Parties will continually impress upon all personnel involved with the Underlying Contracts their keen desire to work with each other and with all other Project Participants

in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.

- 9.2 To this end, the Parties agree that they will each report to one another, and will welcome any reports from each other, of any instances where a Party's personnel have been particularly helpful and/or collaborative and any instances in which a Party's personnel have not acted, or it is perceived that personnel have not acted, in an entirely open, co-operative or collaborative manner and/or in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.
- 9.3 The Parties will at all times endorse and support collaborative behaviour and address behaviour which is not collaborative.
- 9.4 In the event of a technical and/or logistical problem on any project with which a Consultant is involved pursuant to an Underlying Contract, whatever the origins of the problem and whoever may be contractually responsible for the same, the Parties will work together and with the other Project Participants to try and find a solution to the problem which is safe and environmentally sensitive, minimises the effect on the carrying out of the Services, and is acceptable to Procure Plus.

10 DISPUTE RESOLUTION

- 10.1 As soon as a Party becomes aware of any difference or dispute with another Party arising over the operation of the terms of this Framework which does not fall to be dealt with under the terms of an Underlying Contract they shall give notice to the other relevant Party. Such notice shall include full details of the dispute and shall be provided to the Procure Plus Framework Manager (where Procure Plus is the party to be notified) or to the Consultant's Framework Representative (where the Consultant is the party to be notified). If the Parties in dispute are both Consultants, the notifying Party shall copy such notice (together with full details of the dispute) to the Procure Plus Framework Manager.
- 10.2 The Parties in dispute shall use their reasonable endeavours to resolve by mutual agreement the dispute. If the Parties in dispute are unable to resolve the dispute by mutual agreement within ten (10) Working Days of the dispute arising, either of the Parties in dispute may serve written notice on the other detailing the matters remaining in dispute, whereupon either of the Parties in dispute may refer the dispute to mediation forthwith. The Parties in dispute shall attempt in good faith to resolve the dispute by mediation in accordance with the then current Centre for Effective Dispute Resolution Procedure. The cost of any such mediation shall be borne equally between the Parties in dispute.
- 10.3 Any dispute which is not resolved within thirty (30) days after the commencement of the mediation procedure in Clause 10.2 above shall be considered unresolved and any of the Parties in dispute may commence formal proceedings against the other thereafter.
- 10.4 Unless otherwise agreed in writing, the Parties shall continue to comply with their obligations under this Framework during the course of the dispute resolution procedure as set out in this Clause 10 with respect to all matters.
- 10.5 Nothing in this Clause 10 shall prevent a Party from seeking injunctive relief at any time.

11 SHARING INFORMATION AND KNOW HOW

- 11.1 If a Party has in his possession, custody or control any knowledge or information (other than the excluded categories of knowledge and information referred to in Clause 11.2) which it is, or becomes, clear would be of assistance to another Party in the performance of the Underlying Contracts then that Party will promptly volunteer and share such

knowledge or information with the other Parties without having to be asked for the same and irrespective of whether that Party is contractually obliged to share such knowledge or information pursuant to the Underlying Contracts.

11.2 A Party shall not be expected to volunteer or share:

11.2.1 commercially confidential pricing information, process operations or trade secrets which are only known to that Party and upon which that Party's business is essentially founded;

11.2.2 knowledge or information which a Party is legally and/or contractually prohibited from disclosing to the other Parties;

11.2.3 knowledge or information which is privileged from disclosure; or

11.2.4 knowledge or information in relation to the prices the Consultant has paid its sub-contractors and suppliers for Services save where it has been agreed that the Underlying Contract will operate on an open book basis.

12 COMMUNICATIONS PROTOCOL

12.1 Without in any way detracting from or affecting the specific notice and communication requirements of the Underlying Contracts, the Parties, in conjunction with the other Project Participants, will use reasonable endeavours to develop and agree a common communications protocol the key objectives of which will be the promotion of clear and effective communication and the dissemination and ready availability of information essential to the success of each of the projects with which a Consultant is involved pursuant to an Underlying Contract.

12.2 In their communications with each other and with other Project Participants, the Parties will at all times use reasonable endeavours to keep matters factual and to the point and will avoid self serving statements, assertions of blame and/or emotive or provocative language.

13 CONFIDENTIALITY & PUBLICITY

13.1 Each Consultant shall not by itself, its employees or agents and shall procure that its sub-contractors shall not:

13.1.1 communicate with representatives of the press, television, radio or other communications or advertising media on any matter concerning this Framework; or

13.1.2 undertake any form of advertising or publicity in relation to this Framework (through social media or otherwise),

without the prior written consent of Procure Plus (such consent not to be unreasonably withheld or delayed).

13.2 During the Framework Term and for a period of five (5) years after its expiry or termination for any reason, each of the Parties undertakes to the other to keep the Confidential Information confidential and not to disclose to any third party, except to the extent that:

13.2.1 the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently;

13.2.2 the Confidential Information is in or comes into the public domain other than due to wrongful use or disclosure by the relevant party;

- 13.2.3 disclosure or use is necessary by the relevant party in connection with entry into this Framework or for the proper and effective performance of its obligations under this Framework (including disclosure by either party to its insurers and professional advisers); or
- 13.2.4 disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign).
- 13.3 Each Consultant undertakes to keep confidential and not disclose to any third party any information supplied by Procure Plus or a Licensed Entity under this Framework including, without limitation, any reference to the terms and conditions in any advertising or publicity material without the prior written approval of Procure Plus or the Licensed Entity (as appropriate).
- 13.4 Each Consultant shall not disclose to any person whatsoever any information relating to Procure Plus or the Licensed Entities or their business or trade secrets of which it has or shall acquire pursuant to this Framework, including (without limitation) details of any Framework Fees payable to Procure Plus under this Framework.
- 13.5 Each Consultant may from time to time wish to make it known within the market place that it has acted for Procure Plus or a Licensed Entity but it shall not do so without obtaining the written consent of Procure Plus or the Licensed Entity (as appropriate), such consent not to be unreasonably withheld or delayed.

14 DISCLOSURE UNDER THE PROCUREMENT ACT

Each Consultant hereby consents to any disclosure or publication of information that Procure Plus is required to make in relation to this Framework or any Underlying Contract under or pursuant to the Procurement Act (which may include, without limitation, publication of a copy of this Framework or the relevant Underlying Contract itself).

15 DATA PROTECTION

Each Consultant shall comply with its obligations under Schedule 6 (Data Protection).

16 HEALTH, SAFETY, ENVIRONMENT AND QUALITY

Without in any way detracting from or affecting a Consultant's statutory and/or regulatory duties and responsibilities and/or the specific requirements of the Underlying Contracts, each Consultant will use reasonable endeavours to establish and maintain on all projects with which they are involved a working environment in which health, safety, environmental matters and quality are fundamental considerations for everybody involved with and affected by the project.

17 COMPLIANCE WITH LEGISLATION

Each Consultant shall carry out the Services and perform its other obligations under any Underlying Contract awarded to it and this Framework in compliance with all applicable Legislation (including, without limitation, the Equality Act 2010), orders, byelaws, notices and regulations from time to time in force.

18 CONTINUOUS IMPROVEMENT

- 18.1 Each Consultant is encouraged to suggest changes to the carrying out of Services pursuant to the Underlying Contracts which, if implemented, would result in financial, health, safety, environmental, sustainable and/or quality related benefits to Procure Plus or the Licensed

Entities. In particular, each Consultant shall act in a transparent manner and, where it has been agreed for a particular Underlying Contract, on an open book basis as set out under such Underlying Contract.

18.2 Each Consultant shall, throughout the Framework Term, look for and seek to achieve continuous improvement in the quality and delivery of the Services carried out pursuant to Underlying Contracts. Each Consultant shall, from time to time and as reasonably requested by Procure Plus engage in collaborative workshops with Procure Plus and the Licensed Entities.

18.3 Each Consultant shall in conjunction with Procure Plus and the Licensed Entities endeavour to implement flexibility and innovation in respect of the carrying out of Services.

19 EARLY WARNING

Without in any way detracting from or affecting the particular notice requirements of the Underlying Contracts, each of the Parties will promptly warn the other relevant Parties in writing of any matter or concern of which he becomes aware which in that Party's reasonable opinion is likely to affect the carrying out of the Services with which that Party is involved pursuant to the Underlying Contracts.

20 SPECIFICATIONS

The provisions of the Specifications are hereby incorporated by reference into this Framework.

21 KEY PERFORMANCE INDICATORS

21.1 The Consultants shall carry out Services pursuant to Underlying Contracts to the standards required to meet the Key Performance Indicators.

21.2 Within four (4) Working Days of the end of each Quarter during the Framework Term and at such other times as Procure Plus may specify the Consultants shall provide Procure Plus with such information and assistance as it may require in order to enable an assessment of the Consultants' performance against the Key Performance Indicators during that Quarter.

21.3 Following receipt by Procure Plus of the information referred to in Clause 21.2 above, Procure Plus may carry out an assessment and make a written report of the Consultant's performance against each of the Key Performance Indicators.

21.4 Once any such report has been compiled Procure Plus and the Consultant will review the report with a view to:

21.4.1 identifying any aspects or elements of a Consultant's performance which may have been overlooked;

21.4.2 identifying any aspects or elements of Procure Plus' performance, or that of a Licensed Entity or of other Project Participants, which may have had an adverse effect upon the Consultant's performance;

21.4.3 ratifying the basis of assessment and, where applicable, scoring;

21.4.4 identifying any particular aspects or elements of the Consultant's, Procure Plus', a Licensed Entity's and/or other Project Participant's performance which could be improved upon; and

21.4.5 assessing whether the existing Key Performance Indicators have proved to be and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of the Consultant's contribution to progress in achieving the Framework Objectives.

21.5 The Consultants acknowledge that Procure Plus may disclose the report to and discuss the Consultant's performance with the Licensed Entities as it deems necessary and/or appropriate.

22 SUSPENSION AND TERMINATION

Suspension and termination for material breach

22.1 If a Consultant:

22.1.1 commits a breach of the terms of this Framework or of an Underlying Contract which Procure Plus considers may have an adverse effect on the carrying out of the Services by the Consultant;

22.1.2 commits a breach of Clause 26 of this Framework;

22.1.3 fails to meet any Key Performance Indicator; or

22.1.4 commits any other provision of this Framework which Procure Plus considers may have an adverse effect on its ability to manage the operation of the Framework,

Procure Plus may issue a notice to the Consultant (a "**Warning Notice**").

22.2 A Warning Notice issued by Procure Plus pursuant to Clause 22.1 shall:

22.2.1 provide full details of the breach(s) in question; and

22.2.2 specify the action that the Consultant is required to take to remedy such breach(s) and the reasonable timescale within which such action must be taken.

22.3 If the Consultant has not remedied the breach(s) to Procure Plus' reasonable satisfaction within the timescale set out in the Warning Notice, Procure Plus may issue the Consultant with a notice (a "**Suspension Notice**") in respect of one or more Framework Lots, which shall:

22.3.1 specify the particulars of the breach(s) in question and confirm which Framework Lot(s) the Suspension Notice applies to;

22.3.2 set out the timescale within which the Consultant must remedy the breach(s); and

22.3.3 confirm that the Consultant shall be suspended from participating in the Award Process in respect of the Framework Lot(s) in question until such time as the Consultant has remedied the breach(s) to Procure Plus' reasonable satisfaction and the Consultant shall be so suspended.

22.4 If the Consultant remedies the breach(s) in question to Procure Plus' reasonable satisfaction within the timescales set out in the Suspension Notice, the Suspension Notice in respect of the Framework Lot(s) in question shall be lifted.

22.5 If the Consultant fails to remedy the breaches in question to Procure Plus' reasonable satisfaction within the timescales set out in the Suspension Notice, Procure Plus may either, in its absolute discretion:

22.5.1 grant the Consultant an additional period of time to remedy the breach(s) in question to Procure Plus' reasonable satisfaction; or

22.5.2 terminate the Consultant's appointment to the Framework Lot(s) in question by serving not less than one (1) months written notice on the Consultant. Unless such notice is withdrawn before the aforementioned notice period expires, the Consultant's appointment to the Framework Lot(s) in question will terminate upon expiry of such notice period.

22.6 The provisions of Clauses 22.4 and 22.5 shall apply mutatis mutandis in respect of any additional period of time the Consultant is given to remedy the breach(s) in question under Clause 22.5.1.

"No fault" termination

22.7 A Consultant or Procure Plus may terminate that Consultant's appointment to one or more Framework Lots at any time by serving not less than one (1) month's prior written notice on the other. Unless such notice is withdrawn before the aforementioned notice period expires, the Consultant's appointment to the Framework Lot(s) in question will terminate upon expiry of such notice period.

Termination for insolvency etc

22.8 If a Consultant ceases to carry on its business, becomes insolvent, has a liquidator, trustee in bankruptcy, receiver, manager, administrator or administrative receiver appointed in respect of its assets or (where the Consultant is a partnership) those of any partner of the firm, or suffers any event analogous to any of the foregoing in any jurisdiction in which it is incorporated or resident, Procure Plus may terminate the appointment of the Consultant under one or more Framework Lots by notice in writing having immediate effect.

Termination for breach of Clause 28

22.9 Procure Plus may terminate the appointment of a Consultant under one or more Framework Lots by notice in writing having immediate effect in the event that the Consultant commits a breach of any of the provisions of Clause 28.

Termination for Prohibited Acts

22.10 Procure Plus may terminate the appointment of the Consultant under one or more Framework Lots by notice in writing having immediate effect in the event that the Consultant commits a Prohibited Act.

Termination pursuant to Clause 29

22.11 Procure Plus may terminate a Consultant's appointment under one or more Framework Lots by serving not less than one (1) months written notice on the Consultant if the circumstances described in Clause 29.2 apply to that Consultant. Unless such notice is withdrawn before the aforementioned notice period expires, the Consultant's appointment to the Framework Lot(s) in question will terminate upon expiry of such notice period.

Termination under section 78(2) of the Procurement Act

22.12 Subject to Clause 22.13, Procure Plus may terminate a Consultant's appointment to this Framework with immediate effect by giving written notice to the Consultant if a termination ground as set out in section 78(2) of the Procurement Act applies.

22.13 Before exercising its right to terminate pursuant to Clause 22.12, Procure Plus shall:

22.13.1 notify the Consultant of its intention to terminate the Consultant's appointment to this Framework;

22.13.2 specify which termination ground in section 78(2) of the Procurement Act applies and why Procure Plus has decided to terminate the Consultant's appointment to this Framework;

22.13.3 give the Consultant reasonable opportunity to make representations about:

- (a) whether a termination ground in section 78(2) of the Procurement Act applies; and
- (b) Procure Plus's decision to terminate the Consultant's appointment to this Framework.

General

22.14 The termination of a Consultant's appointment under a Framework Lot shall not automatically terminate any Underlying Contract entered into at or before the date of termination (unless the reason for termination is also a ground for the termination of any such Underlying Contract) and any terms of this Framework which have been incorporated into such Underlying Contract shall continue in full force and effect for the duration of the Underlying Contract.

22.15 Following the issue of a notice of termination by Procure Plus to the Consultant pursuant to this Clause 22 the Consultant shall be prohibited from participating in the Award Process in respect of the Framework Lot(s) in question, unless and until such notice of termination is withdrawn by Procure Plus.

22.16 For the avoidance of doubt the termination of a Consultant's appointment under one Framework Lot shall not automatically terminate that Consultant's appointment under any other Framework Lot unless Procure Plus expressly provides otherwise.

23 ASSIGNMENT, NOVATION AND LICENCE

23.1 Procure Plus may not, without the written consent of the Consultants (such consent not to be unreasonably withheld or delayed), assign, novate or otherwise transfer to any other party this Framework and/or any rights and obligations contained herein.

23.2 A Consultant may not, without the written consent of Procure Plus (such consent not to be unreasonably withheld or delayed), assign, novate or otherwise transfer to any other party this Framework and/ or any rights and obligations contained herein.

24 PRICING AND PRICE CHANGES

Pricing

24.1 The price payable to Consultants for the carrying out of Services pursuant to Underlying Contracts will be calculated by reference to the particular Consultant's Framework Pricing Matrix subject to:

24.1.1 any refinements that are necessary to reflect the particular requirements of the Underlying Contract in question; and/or

24.1.2 any reduction that may be offered and agreed pursuant to a Competitive Selection Process.

Changes to Framework Pricing Matrix during Framework Term

24.2 Should a Consultant wish to propose a change to the prices set out in the Consultant's Framework Pricing Matrix during the Framework Term (a "**Framework Price Change**"), it must complete a price change form in the form prescribed by Procure Plus and submit it to Procure Plus at least forty five (45) days in advance of the proposed Framework Price Change. The price change form will require the Consultant to provide details of the rationale for the Framework Price Change, the impact on the price as originally set out in the Consultant's Framework Pricing Matrix together with any steps taken or proposed to mitigate the change as appropriate. For the avoidance of doubt a Framework Price Change may comprise of an increase or a decrease in the prices set out in the Consultant's Framework Pricing Matrix.

24.3 Procure Plus and the Consultant will use reasonable endeavours to come to agreement on the Framework Price Change, however, if agreement cannot be reached, the matter shall be treated as a dispute to be resolved in accordance with the dispute resolution process set out in Clause 10. For the avoidance of doubt, the proposed Framework Price Change will not take effect unless and until it is agreed between the Consultant and Procure Plus or determined pursuant to Clause 10 that it shall take effect.

24.4 Forthwith following the coming into effect of any Framework Price Change the Consultant shall provide Procure Plus with an updated copy of its Framework Pricing Matrix which reflects such change.

Changes to prices payable under specific Underlying Contracts

24.5 Should a Consultant wish to propose a change to the prices payable under a particular Underlying Contract that has been awarded to it pursuant to a Competitive Selection Process under this Framework (an "**Underlying Contract Price Change**"), it shall complete a price change form in the form prescribed by Procure Plus and shall submit it to Procure Plus and the relevant Licensed Entity at least forty five (45) days in advance of the proposed Underlying Contract Price Change. The Consultant shall ensure that the completed price change form shall include details of the rationale for the Underlying Contract Price Change, the impact on the prices currently payable under the Underlying Contract, together with any steps taken or proposed to mitigate the change as appropriate.

24.6 Procure Plus shall assess and discuss the proposed Underlying Contract Price Change with the Licensed Entity in question and shall provide the Licensed Entity with its view as to whether the Underlying Contract Price Change should be accepted (having due regard to the prevailing market conditions), though the Parties acknowledge that the Licensed Entity shall make the final determination on whether to accept or reject the Underlying Contract Price Change.

25 SCHEMES PLUS

25.1 Procure Plus operates a purchase to pay system entitled Schemes Plus which is integral to the operation of the Framework. In carrying out Underlying Contracts under this Framework each Consultant shall carry out the Schemes Plus Tasks via the Schemes Plus system. The Schemes Plus system will create invoices on behalf of the Consultant.

- 25.2 Each Consultant shall ensure that all payments required by it pursuant to Underlying Contracts are raised and managed via the Schemes Plus system.
- 25.3 Each Consultant shall each ensure that none of their employees, agents or sub-contractors shall use Schemes Plus without having first received appropriate training on the use of the system.
- 25.4 Each Consultant shall ensure that none of their employees, agents or sub-contractors disclose their Schemes Plus log on details to any other person, except with the consent of a representative of Procure Plus.
- 25.5 Procure Plus shall not in any circumstances be liable to the Consultants whether in contract, tort or otherwise for any loss or damage, however caused, arising out of or in connection with the access or use of the Schemes Plus system by the Consultants or their employees, agents or sub-contractors.

26 FRAMEWORK FEES

- 26.1 Each Consultant acknowledges the role that Procure Plus performs in managing the operation of this Framework and the value that Procure Plus will add to Underlying Contracts awarded to the Consultants under it by aggregating volume, standardising process, and establishing effective communication between the Consultants and the Licenced Entities (amongst other things).
- 26.2 In consideration of the performance of the role described in Clause 26.1 above each Consultant agrees that Procure Plus shall be entitled to be paid the Framework Fees in respect of the Underlying Contracts that are awarded to the Consultant under this Framework.
- 26.3 The Parties acknowledge that the Framework Fee payable to Procure Plus in respect of each Underlying Contract shall, as a maximum, be 4% of the amount of each invoice paid by the Licensed Entity under the Underlying Contract (excluding any VAT payable in respect of the invoice), unless Procure Plus determines that a lower fee percentage shall apply to such Underlying Contract.
- 26.4 As soon as reasonably practicable after the end of each month (or at such other intervals as have been agreed between Procure Plus and the relevant Consultant) Procure Plus shall issue an invoice to the Consultant (the "**Framework Fees Invoice**") setting out the Framework Fees due from the Consultant in respect of the period to which the invoice relates, together with any applicable VAT.
- 26.5 Each Consultant shall pay the amount set out in the Framework Fees Invoice by direct debit to Procure Plus within ten (10) Working Days after receipt of such Framework Fees Invoice, or provide substantial reason for any delay by formally responding to the Invoice within the ten (10) Working Day period, in which case the Consultant shall use reasonable endeavours to make payment of any non-disputed sum by no later than the date which is twenty (20) days after the end of the original ten (10) Working Day period.
- 26.6 If the Consultant fails to make any payment which (in accordance with Clause 26.5) is due in full on the due date Procure Plus may charge the Consultant interest (both before and after judgement) on the amount unpaid from time to time at the rate of 2% above the Bank of England base rate from time to time.
- 26.7 Each Consultant shall sign and return to Procure Plus a mandate for the direct debit payments referred to in Clause 26.5 by the Framework Start Date, and in any event before the date it is awarded any Underlying Contracts under this Framework. The Consultant

acknowledges that it shall not (and shall not be entitled to) enter into any Underlying Contracts under this Framework unless and until it has signed and returned such direct debit mandate to Procure Plus.

27 AWARD OF UNDERLYING CONTRACTS

27.1 Where a Licensed Entity wishes to award an Underlying Contract under this Framework the selection of a Consultant from the relevant Framework Lot shall be made by the Licensed Entity either by Direct Selection in accordance with the provisions of Clause 27.2, or by way of a Competitive Selection Process in accordance with the provisions of Clauses 27.3 to 27.10.

Direct Selection

27.2 A Licensed Entity may award an Underlying Contract directly to a Consultant, without any further competition between the Consultants, ("**Direct Selection**") in any of the following circumstances:

27.2.1 where the Consultant is the number 1 ranked Consultant on the Framework Lot in question (as shown in the fourth column of the relevant table in Schedule 1). If such Consultant either declines the award of the Underlying Contract, or is suspended or excluded from participating in the Award Process pursuant to Clause 22, 27.15 or 27.16, the Licensed Entity may award the Underlying Contract by Direct Selection to the Consultant who is the number 2 ranked Consultant on the Framework Lot in question, and so on and so forth;

27.2.2 where the Licensed Entity is able to determine which Consultant will provide it with the most advantageous offer for the proposed Underlying Contract by reference to the Consultants' tender submissions for this Framework and having regard to the particular requirements of the contract in question and the Consultants' performance under previous contracts with the Licensed Entity;

27.2.3 where the Consultant has already carried out services at risk for the Licensed Entity in relation to the project to which the Underlying Contract relates;

27.2.4 where the Underlying Contract has substantial similarities to a previous project in which the Consultant was involved (whether such project was the subject of a Underlying Contract awarded under this Framework or not);

27.2.5 where for reasons of urgency it is not reasonably practicable to award the Underlying Contract by way of a Competitive Selection Process;

27.2.6 where the Licensed Entity has determined that only one Consultant satisfies the Conditions of Participation in respect of the Underlying Contract;

27.2.7 where the Consultant has already performed services relating to the Underlying Contract and the Licensed Entity requires continuity of service in respect of such a subsequent phase or stage of work;

27.2.8 where the Licensed Entity has invited expressions of interest from Consultants in relation to an intended Competitive Selection Process for an Underlying Contract, and only one Consultant has responded to express their interest within the requisite timescale set by the Licensed Entity;

27.2.9 where the estimated value of the Services to be carried out under the Underlying Contract is less than the amount below which direct awards are permitted by the Licensed Entity's standing orders from time to time;

27.2.10 where for reasons of confidentiality or commercial sensitivity it is not reasonably practicable to award the Underlying Contract by way of a Competitive Selection Process.

Competitive Selection Process

27.3 If a Licensed Entity wishes to award an Underlying Contract by way of a Competitive Selection Process, the Licensed Entity shall invite all Consultants appointed to the Framework Lot in question to take part in the Competitive Selection Process, save for:

27.3.1 any Consultants that are suspended from participating in the Award Process pursuant to Clause 22;

27.3.2 any Consultants that are excluded from participating in the Award Process pursuant to Clause 27.15 or 27.16;

27.3.3 any Consultants that are not to be invited due to the operation of Clause 27.5; and

27.3.4 any Consultant that has, pursuant to Clause 27.4 or otherwise, confirmed that they do not wish to be invited to participate, or who has not responded to an expression of interest issued by Procure Plus or the Licensed Entity in respect of the Underlying Contract.

27.4 Prior to issuing the invitation to take part in a Competitive Selection Process, the Licensed Entity (or Procure Plus acting on the Licensed Entity's behalf) may contact the Consultants on the Framework Lot in question to ask them to confirm whether they wish to be invited to take part in the Competitive Selection Process.

27.5 The Consultants acknowledge that in determining which Consultants to invite to participate in a Competitive Selection Process and in conducting the Competitive Selection Process, the Licensed Entity is required to take appropriate measures to prevent, identify and remedy conflicts of interest so as to avoid any distortion of competition, and with a view to ensuring that it receives bona fide competitive tenders from all Consultants tendering. Accordingly, the Consultants acknowledge and agree that, save where Clause 27.6 applies, the Licensed Entity shall not invite two or more Consultants within the same group of companies to take part in the same Competition Selection Process for an Underlying Contract.

27.6 A Licensed Entity may, where it considers it necessary to do so to ensure there is effective competition for the Underlying Contract, invite two or more Consultants within the same group of companies to take part in the same Competitive Selection Process for such Underlying Contract where, having sought assurances from the Consultants in question, the Licensed Entity is satisfied that the Consultants have and will implement appropriate measures to ensure that:

27.6.1 no conflict of interest or distortion of competition will arise in relation to their participation in the Competitive Selection Process and/or the preparation of their tenders for the Underlying Contract; and

27.6.2 their tenders are prepared independently of one another and without any form of collusion, such that the tenders that the Licensed Entity receives shall be bona fide and competitive tenders.

- 27.7 The Consultants acknowledge that a Competitive Selection Process may provide for and include certain Conditions of Participation that a Consultant must satisfy in order to be considered for and awarded the relevant Underlying Contract.
- 27.8 The invitation to take part in a Competitive Selection Process shall:
- 27.8.1 be issued in writing;
 - 27.8.2 set out any applicable Conditions of Participation;
 - 27.8.3 explain whether the Competitive Selection Process is to comprise of submission of written tender proposals by the Consultants, site visits, interviews, demonstrations, or presentations or a combination of any of these things;
 - 27.8.4 specify a fixed time limit for responding to the invitation to take part in the Competitive Selection Process, such time limit being of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the Services in question, the nature of the Licensed Entity's requirements and the time needed to compile and submit proposals;
 - 27.8.5 set out the evaluation criteria on which tenders submitted pursuant to the Competitive Selection Process will be assessed, which shall be based on the Competitive Selection Process Evaluation Criteria with such amendments as the Licensed Entity may stipulate to reflect the requirements of the Underlying Contract in question;
 - 27.8.6 contain or make reference to the form of Underlying Contract to be entered into with the successful Consultant.
- 27.9 When invited by the Licensed Entity to participate in a Competitive Selection Process, the Consultant shall either submit a written proposal or decline the invitation to take part in the Competitive Selection Process. All Consultants invited to participate in the Competitive Selection Process shall be responsible for their associated costs, whether or not an Underlying Contract is awarded pursuant to the Competitive Selection Process.
- 27.10 The Licensed Entity shall evaluate all tenders received pursuant to the Competitive Selection Process on the basis of the evaluation criteria set out in the invitation and will inform all Consultants that submitted a tender of the outcome of that evaluation.

Issue of an Underlying Contract

- 27.11 Following any selection of a Consultant to carry out an Underlying Contract pursuant to this Clause 27, the Licensed Entity shall be entitled (but shall not be obliged) to issue the form of Underlying Contract to the successful Consultant.
- 27.12 The Consultant shall execute and return the Underlying Contract to the Licensed Entity within ten (10) Working Days of receipt of the same or such longer period as the Licensed Entity may specify.
- 27.13 Should the Consultant fail to comply with its obligation in Clause 27.12 the Licensed Entity shall be entitled to treat the Consultant as having declined the offer to enter into the Underlying Contract and the Licensed Entity may (in its absolute discretion):
- 27.13.1 where a Competitive Selection Process was the chosen method of award of the Underlying Contract, award the Underlying Contract to the next highest scoring Consultant in the Competitive Selection Process;

27.13.2 recommence the Award Process under this Clause 27; or

27.13.3 abandon the award of the Underlying Contract altogether.

27.14 Once appointed to carry out Services under an Underlying Contract, the Consultant shall carry out those Services in accordance with the terms of the Underlying Contract

Exclusion from Award Process

27.15 Each Consultant acknowledges and agrees that Licensed Entity may exclude a Consultant from participating in an Award Process in accordance with the provisions of section 48 of the Procurement Act if, since the Framework Start Date, it has become an excludable supplier.

27.16 Any Consultant that is, at any time during the Framework Term, an excluded supplier shall be excluded from participating in Award Processes for so long as it remains an excluded supplier. For the avoidance of doubt, nothing in this Framework shall permit the award of an Underlying Contract to a Consultant that is an excluded supplier.

27.17 Each Consultant shall;

27.17.1 ensure that its core supplier information is kept up to date on the Central Digital Platform throughout the Framework Term; and

27.17.2 notify Procure Plus if at any point during the Framework Term the Consultant is or becomes an excluded supplier or an excludable supplier.

27.18 The terms “excluded supplier” and “excludable supplier” in Clauses 27.15, 27.16 and 27.17 above shall have the meaning given to them in section 57 of the Procurement Act.

28 MODERN SLAVERY

28.1 In performing its obligations under this Framework and any Underlying Contract awarded to it each Consultant shall:

28.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including (but not limited to) the Modern Slavery Act 2015; and

28.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

28.2 Each Consultant shall implement due diligence procedures for its sub-contractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

29 FINANCIAL AND MANAGEMENT INFORMATION

29.1 Within three (3) Working Days of any request for the same, each Consultant shall provide Procure Plus with such reasonable information as Procure Plus may require for the purposes of carrying out a review of the Consultant’s financial position.

29.2 If Procure Plus on production of detailed financial information can demonstrate that there has been a material change in the financial position of the Consultant to such an extent that the capability of the Consultant to adequately fulfil its obligations under this Framework has

been placed in jeopardy, Procure Plus may terminate the Consultant's appointment to one or more Framework Lots in accordance with Clause 22.11.

- 29.3 If the circumstances set out in Clause 29.2 apply Procure Plus shall work with the Consultant to identify ways in which Procure Plus could support the Consultant, though this shall be without prejudice to Procure Plus's right under Clause 29.2 to terminate the Consultant's appointment to one or more Framework Lots in accordance with Clause 22.11.
- 29.4 Each Consultant shall provide management information reports as and when reasonably required by Procure Plus or a Licensed Entity and in such format and containing such details as may be specified by Procure Plus or the Licensed Entity.
- 29.5 Any information provided by a Consultant pursuant to this Clause 29 shall be treated as Confidential Information and shall be subject to the provisions of Clauses 13.2.

30 SOCIAL VALUE

- 30.1 Each Consultant acknowledges that Procure Plus and the Licensed Entities have a commitment to the delivery of social value through their procurement activity, and wish to work with like-minded suppliers.
- 30.2 Accordingly, each Consultant shall work with Procure Plus to explore and agree how the Consultant will contribute to the delivery of social value in terms that will resonate with the Licensed Entities and which is achievable and compatible with Procure Plus' and the Licensed Entities' objectives. It is acknowledged that any such social value shall aim to be commensurate with the value of Services that the Consultant is instructed to provide pursuant to this Agreement.

31 FREEDOM OF INFORMATION

- 31.1 The Consultants acknowledge that Procure Plus and the Licensed Entities may be subject to the requirements of the FOIA and shall assist and co-operate with Procure Plus and the Licensed Entity concerned to enable it to comply with its information disclosure obligations.
- 31.2 Each Consultant shall and shall procure that its sub-contractors shall:
- 31.2.1 transfer to Procure Plus or the Licensed Entity all Requests for Information that it receives as soon as practicable;
 - 31.2.2 provide Procure Plus or the Licensed Entity with a copy of all Information in its possession, or power in the form that Procure Plus or the Licensed Entity requires within five (5) Working Days (or such other period as Procure Plus or the Licensed Entity may specify) of its request; and
 - 31.2.3 provide all necessary assistance as is reasonably requested by Procure Plus or the Licensed Entity to enable it to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA.
- 31.3 In no event shall a Consultant respond directly to a Request for Information unless expressly authorised to do so by Procure Plus or the Licensed Entity concerned.
- 31.4 Each Consultant acknowledges that Procure Plus or the Licensed Entity may, acting in accordance with the applicable codes of practice on the discharge of the functions of public authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Consultant or despite having taken the Consultant's views into account.

31.5 Each Consultant shall ensure that all Information is retained for disclosure and shall permit Procure Plus or the Licensed Entity to inspect such records on reasonable notice and during normal business hours as requested from time to time.

32 SURVIVAL OF CERTAIN CLAUSE

The provisions of Clauses 13, 14, 15, 26, 30 and 31 (and without limitation to the foregoing, any other provision of this Framework which by its terms is to be performed or observed notwithstanding termination or expiry or which is either expressed to, or by implication is intended to survive termination or expiry) shall survive the termination or expiry of this Framework.

33 GOVERNING LAW

This Framework shall be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS whereof the Parties have entered into this Framework on the day in the year first before written

Executed by **PROCURE PLUS HOLDINGS LIMITED**
acting by:

Name _____

Signature _____
DIRECTOR

and

Name _____

Signature _____
SECRETARY

Executed by

acting by:

Name _____

Signature _____
DIRECTOR

and

Name _____

Signature _____
DIRECTOR/ SECRETARY

SCHEDULE 1 - CONSULTANTS

Note to Bidders: This Schedule will be populated with the details of the successful Consultants that have been appointed to each of the Lots that this Framework relates to.

Lot 1 – Retrofit design co-ordination and assessment services – National

| Consultant name, address and company number (if applicable) | Is the Consultant a Consortium? |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Mills Green Deal Advisors Ltd UNIT 11, THE COLBALT CENTRE, SISKIN PARKWAY EAST, COVENTRY, Warwickshire, Coventry, CV3 4PE 08199270 | No |
| Sureserve Energy Services Uk Ltd 3 Inchcorse Place, Whitehill Industrial Estate, Bathgate, West Lothian, EH48 2EE SC390210 | No |
| Constructive Thinking Studio Ltd Liverpool Science Park, 131 Mount Pleasant, Liverpool, L3 5TF 04906088 | No |
| Building Energy Experts Ltd Ground Floor 72-74 Gloucester Road Gloucester Road, Bishopston, Bristol, England, BS7 8BF 10325627 | No |
| Happy Energy Solutions Ltd Lowin House, Tregolls Road, Truro TR1 2NA 08487950 | No |
| Sustainable Building Services (UK) Ltd Unit 2B Maple Court, White Moss Business Park, Skelmersdale, Lancashire WN8 9TW 01382149 | No |
| Compliance Specifics Ltd Unit A3 Gateway Tower, 32 Western Gateway, London. E16 1YL 13053956 | No |
| Industria Systems UK Limited First Floor, Building N1 Euxton Lane, Euxton, Chorley, England, PR7 6TE 08573848 | No |
| Yorkshire Energy Services CIC 8-9 Victoria Mills, Stainland Road, Greetland, HX4 8AD 03995784 | No |
| Agility Eco Services Ltd Abel Smith House, Gunnels Wood Road 08304360 | No |
| Eden Energy Management Ltd 27b Harmire Enterprise Park, Barnard Castle, Co Durham, England, DL12 8BN 15226279 | No |
| KK Design Consultants Ltd 34b York Way, London, N1 9AB 12252343 | No |
| Efficient Energy Services Ltd Unit 7, Deanfield Drive, Link 59 Business Park, Clitheroe, Lancs. BB7 1QJ 12764917 | No |
| Arcus Consulting LLP 3rd Floor, Dalton House, Dane Road, Sale, M33 7AR | No |

| | |
|-------------------------------------------------------------------------------------------------------------------|----|
| OC304735 | |
| Value Optimised Retrofit Ltd Bristol North Baths, 98 Gloucester Road, Bishopston, Bristol, BS7 8BN 13226619 | No |

Lot 2 – Retrofit design co-ordination and assessment services – North West

| Consultant name, address and company number (if applicable) | Is the Consultant a Consortium? |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Green Homes Grant Installs Ltd The Corner Pin 298 Bolton Road North Ramsbottom Bury BL00NG 12732896 | No |
| Warmer Energy Solutions Limited 300 St. Marys Road, Garston, Liverpool, England, L19 0NQ 12839578 | No |
| Greener Solutions Group Ltd Floor 5, CAI Building, Coble Dene, North Shields, NE29 6DE 09438316 | No |
| Penny Lane Builders Penny Lane House, Evans Road Venture Point 03157805 | No |
| Fairway Energy Limited Capability House, North Mersey Business Centre 12289866 | No |
| Ecogee Limited The Foundry, 42 Henry Street, Liverpool L1 5AY 08267387 | No |
| CARA EPS Limited Victoria House, Huntsman Drive, Northbank Industrial Estate, Irlam, Manchester, M44 5EG 08746781 | No |
| Flowing Construction Services Ltd B3 Kingfisher House Kingsway, Team Valley Trading Estate, Gateshead, Tyne And Wear, United Kingdom, NE11 0JQ 11505371 | No |
| Impact Energy Limited Unit 7, Lipton Close, Bootle, Merseyside 09781647 | No |
| ECO Providers Ltd 11 Bridge Street, Bury, Lancashire, England, BL09AB 10799927 | No |

Lot 3 – Retrofit design co-ordination and assessment services – Midlands

| Consultant name, address and company number (if applicable) | Is the Consultant a Consortium? |
|---------------------------------------------------------------------------------------------------------------|---------------------------------|
| Green Homes Grant Installs Ltd The Corner Pin 298 Bolton Road North Ramsbottom Bury BL00NG 12732896 | No |
| Community Home Solutions Ltd Oaktree House, 2 Phoenix Place, Phoenix Park, Nottingham, NG8 6BA 12949477 | No |
| Snug Services Group Ltd 534-536 Hessle Road, Hull HU3 5BQ 13741070 | No |

Lot 4 – Retrofit design co-ordination and assessment services – Yorkshire and Humberside

| Consultant name, address and company number (if applicable) | Is the Consultant a Consortium? |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Retrofit Coordination Services Limited Falcon Court, Varsity House, Stockton on Tees, TS18 3RS 11183411 | No |
| Snug Services Group Ltd 534-536 Hessle Road, Hull HU3 5BQ 13741070 | No |
| ECO Providers Ltd 11 Bridge Street, Bury, Lancashire, England, BL09AB 10799927 | No |

Lot 5 – Retrofit design co-ordination and assessment services – North East

| Consultant name, address and company number (if applicable) | Is the Consultant a Consortium? |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Greener Solutions Group Ltd Floor 5, CAI Building, Coble Dene, North Shields, NE29 6DE 09438316 | No |
| Retrofit Coordination Services Limited Falcon Court, Varsity House, Stockton on Tees, TS18 3RS 11183411 | No |
| Flowing Construction Services Ltd B3 Kingfisher House Kingsway, Team Valley Trading Estate, Gateshead, Tyne And Wear, United Kingdom, NE11 0JQ 11505371 | No |

Lot 6 – Retrofit design co-ordination and assessment services – North Wales

| Consultant name, address and company number (if applicable) | Is the Consultant a Consortium? |
|---------------------------------------------------------------------------------------------------------|----------------------------------------|
| Warmer Energy Solutions Limited 300 St. Marys Road, Garston, Liverpool, England, L19 0NQ 12839578 | No |
| Fairway Energy Limited Capability House, North Mersey Business Centre 12289866 | No |
| Impact Energy Limited Unit 7, Lipton Close, Bootle, Merseyside 09781647 | No |

SCHEDULE 2 – CONDITIONS OF PARTICIPATION

Conditions of Participation may include the following:

- The Consultant's financial standing
- The Consultant's capacity and ability to carry out the required services
- A requirement that the Consultant take out certain insurances if awarded the Underlying Contract
- The qualifications and accreditations held by the Consultant which are relevant to the services required by the Underlying Contract
- The Consultant's relevant experience.

SCHEDULE 3 – COMPETITIVE SELECTION PROCESS EVALUATION CRITERIA

The Licensed Entity making the call off will confirm to the Consultants, in the invitation to take part in the Competitive Selection Process, the criteria that will be used to assess tenders that are submitted pursuant to the Competitive Selection Process. Such criteria will be based on the criteria set out in the table below, with such amendments as the Licensed Entity may stipulate to reflect the requirements of the Underlying Contract in question.

The percentage weightings given to the price and quality elements of the criteria will be confirmed by the Licensed Entity making the call off in the invitation to take part in the Competitive Selection Process. These weightings will generally be within the ranges set out in the table below, unless the Licensed Entity in question considers that there is a project specific reason why different weightings should be used. Accordingly, each Consultant acknowledges that a Competitive Selection Process may be assessed on the basis of price alone, if the Licensed Entity considers it appropriate.

| Criteria | Criteria weighting |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Qualitative criteria which may include (but shall not be limited to) some or all of the following: <ul style="list-style-type: none"> - Pre-start planning - Programme management - Communication and customer reporting - Quality of advice and expertise - Adaption to changes in regulation or guidance - Resident care - Social value - Sustainability | 0% to 80% |
| The Consultant's proposed price for carrying out the Underlying Contract | 20% to 100% |

SCHEDULE 4 - FORM OF LICENCE

DATED

20[]

PROCURE PLUS HOLDINGS LIMITED

and

[LICENSED ENTITY]

LICENCE

**relating to a framework for the provision of retrofit design co-ordination and
assessment services in connection with the installation of low and zero carbon
technologies**

THIS LICENCE is made the [] day of [] 20[]

BETWEEN:

- (1) **PROCURE PLUS HOLDINGS LIMITED** (company number 05888820) whose registered office is at Duckworth House, Lancastrian Office Centre, Talbot Road, Old Trafford, Manchester M32 0FP (“**Procure Plus**”)
- (2) [**Licensed Entity**] (Company No. []) of/ whose registered office is at [] (the “**Licensed Entity**”).

WHEREAS:

- (1) This Licence is made pursuant to a framework for the provision of retrofit design co-ordination and assessment services in connection with the installation of low and zero carbon technologies made between Procure Plus Holdings Limited and the parties named therein as the “Consultants”, which was established following a competitive procurement process commenced by the publication of a Tender Notice on the Central Digital Platform dated [], reference number [], (the “**Framework**”).
- (2) The Licensed Entity is a customer of Procure Plus.
- (3) Procure Plus wishes to grant the Licensed Entity the right to enter into Underlying Contracts with Consultants under Lot[s] []¹ the Framework.

NOW THIS LICENCE WITNESSETH as follows:

1 Definitions

- 1.1 Where the Framework assigns a meaning to any word or expression which is used in this Licence, the same meaning shall, unless the context otherwise requires and unless defined hereunder, be given to it in this Licence.
- 1.2 In this Licence unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Effective Date**” means []²

“**Expiry Date**” means []³

“**Licence Period**” means the period commencing on the Effective Date and ending on the earlier of:

- (i) the Framework End Date;
- (ii) the Revocation Date; or
- (iii) the Expiry Date.

¹ Insert Lots that the Licensed Entity is being given access to

² Insert date that the Licence will be deemed to be effective from

³ Insert date that the Licence will expire on (if relevant)

“**Lots**” means the lots of the Framework, as set out in the Tender Notice issued for the same;

“**Procure Plus’s Regeneration and Training Requirements**” means the rules and requirements of Procure Plus relating to regeneration and training within the local community (including, without limitation, investment in the same) as Procure Plus may issue to the Licensed Entity from time to time;

“**Relevant Underlying Contract**” means an Underlying Contract entered into by the Licensed Entity under Clause 2;

“**Revocation Date**” means:

- (i) the date on which the Licensed Entity receives written notice from Procure Plus in accordance with the provisions of Clause 4.3 of this Licence that the Licensed Entity’s right to enter into Underlying Contracts pursuant to one or more Lots of the Framework has been revoked by Procure Plus; or
- (ii) the last day of the notice period referred to in Clause 4.1;

whichever is the earlier;

1.3 In this Licence, unless the context otherwise requires:

1.3.1 the headings are included for convenience only and shall not affect the interpretation of this Licence;

1.3.2 the singular includes the plural and vice versa;

1.3.3 a gender includes any other gender;

1.3.4 a reference to a person’ includes any individual, firm, partnership, company and any other body corporate;

1.3.5 a reference to a statute, statutory instrument or other subordinate legislation (“**Legislation**”) is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and

1.3.6 a reference to specific standards, codes of practice, guideline, rules and/or schemes shall be construed as including all amendments, modifications, supplements, re-drafts and/or substitutes thereto.

2 Right to Enter into Underlying Contracts

2.1 In consideration of the covenants given by the Licensed Entity under this Licence, with effect from the Effective Date Procure Plus grants to the Licensed Entity for the duration of the Licence Period the right to enter into Underlying Contracts with Consultants under Lot[s] []⁴ of the Framework.

⁴ Insert Lots that the Licensed Entity is being given access to

- 2.2 The Licensed Entity warrants and undertakes to Procure Plus that it will enter into each Underlying Contract on its own behalf and not on behalf of or as agent or nominee for any third party.

3 Compliance with Obligations

- 3.1 The Licensed Entity covenants with Procure Plus that the Licensed Entity will duly discharge, perform and observe all the liabilities, obligations and stipulations of the Licensed Entity under any Underlying Contracts it enters into pursuant to the Framework and will keep Procure Plus duly and effectually indemnified against all actions, proceedings, claims, demands, costs, damages, penalties and expenses whatsoever under or in respect of any such Underlying Contracts.
- 3.2 The Licensed Entity covenants with Procure Plus that the Licensed Entity shall comply with those obligations in the Framework that are expressed to be obligations of the Parties as though the Licensed Entity were itself a party to the Framework.
- 3.3 The Licensed Entity covenants with Procure Plus that the Licensed Entity shall comply with those obligations in the Framework that are expressed to be obligations of a Licensed Entity.
- 3.4 The Licensed Entity will produce a copy of, and allow Procure Plus at any time to inspect, each Underlying Contract it enters into pursuant to the Framework for the purpose of verifying compliance by the Consultant and/or the Licensed Entity of their respective obligations under the Underlying Contract, the Framework or any document entered into under it. The Licensed Entity consents to Procure Plus obtaining from the Consultants a copy of each such Underlying Contract and inspecting the same.
- 3.5 The Licensed Entity agrees that prior to issuing an invitation to take part in a Competitive Selection Process pursuant to clause 27 of the Framework it shall provide Procure Plus with a copy of the proposed invitation together with such other documentation as Procure Plus may require, and the Licensed Entity further agrees that it shall not issue the invitation to the Consultants until Procure Plus has provided the Licensed Entity with its written consent to the same.
- 3.6 The Licensed Entity covenants with Procure Plus that it shall not reproduce or share any document provided to it by Procure Plus for the purposes of entering into an Underlying Contract (including the form of Underlying Contract itself) without the prior and express permission of Procure Plus.

4 Revocation

- 4.1 Procure Plus may revoke the Licensed Entity's right to enter into Underlying Contracts pursuant to one or more Lots of the Framework at any time by serving not less than one (1) month's prior written notice on the Licensed Entity.
- 4.2 Without prejudice to Clause 4.1, Procure Plus may revoke the Licensed Entity's right to enter into Underlying Contracts pursuant to one or more Lots of the Framework:
- 4.2.1 the Licensed Entity ceases to be a member or customer of Procure Plus;
 - 4.2.2 the Licensed Entity commits a material breach of the provisions of this Licence;
 - 4.2.3 the Licensed Entity commits a material breach of the provisions of the Framework; and/or

4.2.4 the Licensed Entity commits a breach of or fails to comply with any of Procure Plus's Regeneration and Training Requirements.

4.3 If Procure Plus wishes to exercise its right under Clause 4.2, it must serve a written notice on the Licensed Entity stating that the Licensed Entity's right to enter into Underlying Contracts pursuant to one or more Lots of the Framework has been revoked by Procure Plus.

4.4 Following the Revocation Date, the Licensed Entity shall not be entitled to enter into any new Underlying Contract under the relevant Lot(s) of the Framework, unless and until the Licensed Entity is granted a further licence to access those Lots of the Framework.

5 Schemes Plus and Payment of Framework Fees

5.1 Procure Plus operates a purchase to pay system entitled Schemes Plus which is integral to the operation of the Framework. In performing its obligations under Relevant Underlying Contracts the Licensed Entity shall carry out the applicable Schemes Plus Tasks via the Schemes Plus system.

5.2 The Licensed Entity shall ensure that all invoices that it pays pursuant to Relevant Underlying Contracts are marked as paid on the Schemes Plus system.

5.3 The Licensed Entity shall ensure that none of its employees, agents or sub-contractors shall use Schemes Plus without having first received appropriate training on the use of the system.

5.4 The Licensed Entity shall ensure that none of its employees, agents or sub-contractors disclose their Schemes Plus log on details to any other person, except with the consent of a representative of Procure Plus.

5.5 Procure Plus shall not in any circumstances be liable to the Licensed Entity whether in contract, tort or otherwise for any loss or damage, however caused, arising out of or in connection with the access or use of the Schemes Plus system by the Licensed Entity or its employees, agents or sub-contractors.

5.6 The Licensed Entity acknowledges the provisions of clause 26 of the Framework. In particular, the Licensed Entity acknowledges and agrees that pursuant to Clause 26 of the Framework Procure Plus is entitled to receive the Framework Fees applicable to Relevant Underlying Contracts and may collect this out of monies received by the Consultants from the Licensed Entity under the Relevant Underlying Contracts.

6 Representative

6.1 Within five (5) days of the date of this Licence the Licensed Entity shall appoint a representative to act as its representative in connection with the Framework ("**Representative**") and shall provide the Procure Plus Framework Manager with the name and contact details of this individual.

6.2 The Licensed Entity shall keep the Procure Plus Framework Manager informed of any change in the identity of its Representative from time to time.

7 Assignment and Novation

Procure Plus may, at any time, assign, novate, charge or transfer its interest in this Licence and/or any rights arising under it to any party without the consent of the Licensed Entity being required.

8 General

8.1 This Licence is supplemental to the Framework and the provisions thereof shall apply hereto insofar as they are necessary to give effect to this Licence.

8.2 This Licence shall be governed by and construed in accordance with the laws of England and Wales.

The parties hereto have entered into this Licence on the day in the year first before written

Executed by **PROCURE PLUS HOLDINGS LIMITED**
acting by:

Authorised Signatory _____

Executed by **[LICENSED ENTITY]**
acting by:

Authorised Signatory _____

SCHEDULE 5 - KEY PERFORMANCE INDICATORS

1.1 The Key Performance Indicators as at the date of this Framework are as follows:

- Cost predictability
- Project punctuality

1.2 Procure Plus may with the prior written agreement of each Consultant (such agreement not to be unreasonably withheld or delayed) amend, update and/or supplement the Key Performance Indicators throughout the Framework Term, and if it does so, shall provide the Consultants and Licensed Entities with details of any changes.

SCHEDULE 6 DATA PROTECTION

1 DEFINITIONS

1.1 Defined terms used in this Schedule shall have the following meanings:

| | |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Consultant Personnel | means all directors, officers, employees, agents, consultants and contractors of the Consultant and/or of any Sub-Processor engaged in the performance of its obligations under this Framework. |
| Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer | take the meaning given in the UK GDPR. |
| Data Protection Legislation | (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018. |
| Data Protection Impact Assessment | an assessment by Procure Plus carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018. |
| Data Loss Event | any event that results, or may result, in unauthorised access to Personal Data held by the Consultant under this Framework, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework, including any Personal Data Breach. |
| Data Subject Request | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data. |
| DPA 2018 | Data Protection Act 2018. |

| | |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joint Controllers | takes the meaning given in Article 26 of the UK GDPR. |
| Law | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Consultant is bound to comply. |
| Law Enforcement Processing | processing under Part 3 of the DPA 2018. |
| Protective Measures | appropriate technical and organisational measures designed to ensure compliance with obligations of Procure Plus and the Consultant arising under Data Protection Legislation and this Framework, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it. |
| Sub-processor | any third party appointed to process Personal Data on behalf of the Consultant related to this Framework. |
| UK GDPR | the UK General Data Protection Regulation. |

2 DATA PROTECTION

- 2.1 Procure Plus and the Consultant acknowledge that for the purposes of Data Protection Legislation, Procure Plus is the Controller and the Consultant is the Processor. The only processing that the Consultant is authorised to do is listed in paragraph 3 of this Schedule by Procure Plus and may not be determined by the Consultant. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 2.2 The Consultant shall notify Procure Plus immediately if it considers that any of Procure Plus's instructions infringe Data Protection Legislation.
- 2.3 The Consultant shall provide all reasonable assistance to Procure Plus in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of Procure Plus, include:
 - 2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

- 2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Consultant shall, in relation to any Personal Data processed in connection with its obligations under this Framework:
- 2.4.1 process that Personal Data only in accordance with this Schedule, unless the Consultant is required to do otherwise by Law. If it is so required the Consultant shall promptly notify Procure Plus before processing the Personal Data unless prohibited by Law;
 - 2.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which Procure Plus may reasonably reject. In the event of Procure Plus reasonably rejecting Protective Measures put in place by the Consultant, the Consultant must propose alternative Protective Measures to the satisfaction of Procure Plus. Failure to reject shall not amount to approval by Procure Plus of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - a nature of the data to be protected;
 - b harm that might result from a Data Loss Event;
 - c state of technological development; and
 - d cost of implementing any measures;
 - 2.4.3 ensure that:
 - a the Consultant Personnel do not process Personal Data except in accordance with this Framework (and in particular this Schedule);
 - b it takes all reasonable steps to ensure the reliability and integrity of any Consultant Personnel who have access to the Personal Data and ensure that they;
 - c are aware of and comply with the Consultant's duties under this Clause;
 - d are subject to appropriate confidentiality undertakings with the Consultant or any Sub-processor;
 - e 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 Procure Plus or as otherwise permitted by this Framework; and
 - f have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of Procure Plus has been obtained and the following conditions are fulfilled:

- a the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
 - b Procure Plus or the Consultant has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by Procure Plus;
 - c the Data Subject has enforceable rights and effective legal remedies;
 - d the Consultant complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist Procure Plus in meeting its obligations); and
 - e the Consultant complies with any reasonable instructions notified to it in advance by Procure Plus with respect to the processing of the Personal Data;
- 2.4.5 at the written direction of Procure Plus, delete or return Personal Data (and any copies of it) to Procure Plus on termination of the Framework unless the Consultant is required by Law to retain the Personal Data.
- 2.5 Subject to paragraph 2.6, the Consultant shall notify Procure Plus immediately if it:
- 2.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either party's obligations under Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework;
 - 2.5.5 receives 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; or
 - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Consultant's obligation to notify under paragraph 2.5 shall include the provision of further information to Procure Plus, as details become available.
- 2.7 Taking into account the nature of the processing, the Consultant shall provide Procure Plus with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by Procure Plus) including but not limited to promptly providing:
- 2.7.1 Procure Plus with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by Procure Plus to enable Procure Plus to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;

- 2.7.3 Procure Plus, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by Procure Plus following any Data Loss Event;
 - 2.7.5 assistance as requested by Procure Plus with respect to any request from the Information Commissioner's Office, or any consultation by Procure Plus with the Information Commissioner's Office.
- 2.8 The Consultant shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2. This requirement does not apply where the Consultant employs fewer than 250 staff, unless:
- 2.8.1 Procure Plus determines that the processing is not occasional;
 - 2.8.2 Procure Plus determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 Procure Plus determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Consultant shall allow for audits of its Data Processing activity by Procure Plus or Procure Plus's designated auditor.
- 2.10 Procure Plus and the Consultant shall each designate its own data protection officer if required by Data Protection Legislation.
- 2.11 Before allowing any Sub-processor to process any Personal Data related to this Framework, the Consultant must:
- 2.11.1 notify Procure Plus in writing of the intended Sub-processor and processing;
 - 2.11.2 obtain the written consent of Procure Plus;
 - 2.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 2 such that they apply to the Sub-processor; and
 - 2.11.4 provide Procure Plus with such information regarding the Sub-processor as Procure Plus may reasonably require.
- 2.12 The Consultant shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 2.13 Procure Plus and the Consultant agree to take account of any guidance issued by the Information Commissioner's Office. Procure Plus may upon giving the Consultant not less than 30 working days' notice to the Consultant amend this Framework to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3 SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- 3.1 Procure Plus shall provide the Consultant with the contact details of its Data Protection Officer.
- 3.2 The Consultant shall provide Procure Plus with the contact details of its Data Protection Officer.

3.3 The Consultant shall comply with any further written instructions with respect to processing by Procure Plus.

3.4 Any such further instructions shall be incorporated into this Schedule.

| Description | Details |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identity of the Controller and the Processor | Procure Plus and the Consultant acknowledge that for the purposes of Data Protection Legislation, Procure Plus is the Controller and the Consultant is the Processor in accordance with paragraph 2.1. |
| Subject matter of the processing | The processing is needed in order to ensure that the Consultant can effectively deliver the Framework to provide the Services. |
| Duration of the processing | The term of the Framework. |
| Nature and purposes of the processing | <p>The Personal Data will be processed for the provision of the Services as set out above.</p> <p>The specific processing activities will include collection, organisation, storage, retrieval, communication/disclosure, reporting, storing, analysis, presentation and other such activity which Procure Plus as Controller may request in order to deliver the Services.</p> |
| Type of Personal Data being Processed | <p>Name</p> <p>Address</p> <p>phone number</p> <p>email address</p> <p>disability/medical conditions</p> <p>Vulnerabilities (including do not visit alone requirements)</p> <p>Employment status (specifically requirements relating to avoiding school run or time off work needed)</p> <p>Preferred language</p> <p>Religion (including observance of religious festivals)</p> |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, residents |
| Plan for return and destruction of the data once the processing is complete | At the written direction of Procure Plus, the Consultant shall delete or return Personal Data (and any copies of it) to Procure Plus on termination of the Framework unless the Consultant is |

| | |
|--|----------------------------------------------|
| | required by Law to retain the Personal Data. |
|--|----------------------------------------------|