

**DATED**

**2025**

**PROCURE PLUS HOLDINGS LIMITED**

**and**

**DISTRIBUTORS**

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**FRAMEWORK**

**for the supply of low and zero carbon technologies**

**Framework Lot 1 (Distributors)**

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**THIS FRAMEWORK** is made the [ ] day of [ ] 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 ("**Procure Plus**");
- (2) The Distributors named in Schedule 1 (Distributors) 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 [ ], reference number [ ].
- (3) This Framework is a framework for the supply of a range of low and zero carbon technologies.
- (4) The terms of this Framework govern the terms on which Distributors appointed to Framework Lot 1 may be awarded Underlying Contracts by Licensed Entities for the supply and distribution of a range 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 Distributors will be awarded Underlying Contracts for any particular value or type of supply or distribution.
- (6) This Framework sets out the framework for collaborative working between Procure Plus, the Licensed Entities and the Distributors, for the fulfilment of the Framework Objectives.
- (7) The total estimated value of this Framework is £720,000,000.

**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:

<b>"Award Process"</b>	means the process for the award of Underlying Contracts under this Framework outlined in Clause 28 (which term shall include both Direct Selection and Competitive Selection Processes);
<b>"Central Digital Platform"</b>	means the online system defined by regulation 5(2) of the Procurement Regulations 2024;
<b>"Competitive Selection Process"</b>	means the procedure outlined in Clauses 28.3 to 28.10;

**“Competitive Selection Process Evaluation Criteria”**

means the evaluation criteria set out in Schedule 4 (Competitive Selection Process Evaluation Criteria);

**“Conditions of Participation”**

means the conditions that a Distributor 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 3 (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) unless the parties agree that such information is not to be regarded as confidential;

**“Cost to Serve”**

means the cost to serve set out in the Distributor's Pricing Matrix (as may be amended from time to time pursuant to Clause 25);

**“Cost to Serve Change”**

has the meaning given to that term in Clause 25.9;

**“Direct Selection”**

has the meaning given to that term in Clause 28.2;

**“Distributor Goods”**

means any goods supplied by the Distributor pursuant to this Framework that are not Specified Manufacturer Goods;

**“Distributor Goods Price”**

means the price payable by Licensed Entities for Distributor Goods under the Distributor's Pricing Matrix, as may be amended from time to time in accordance with the provisions of this Framework;

**“Distributors”**

means the distributors listed in the first column of the table in Schedule 1 (Distributors) (and such persons' respective successors in title) or any one of them and **“Distributor”** shall be construed accordingly;

**“Entity”**

means any customer of Procure Plus from time to time, which may include:

- (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 [ ], reference number [ ];

**“Framework End Date”**

means the fourth (4<sup>th</sup>) anniversary of the Framework Start Date;

**“Framework Fee”**

means, in respect of each Underlying Contract awarded to a Distributor under this Framework,

the Applicable Percentage of the price paid by the Licensed Entity for the Distributor Goods supplied by the Distributor under the Underlying Contract (excluding any VAT payable in respect of the same). 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;

<b>“Framework Fees Invoice”</b>	has the meaning given to that term in Clause 27.4;
<b>“Framework Lots”</b>	means the lots as set out in the Tender Notice;
<b>“Framework Objectives”</b>	has the meaning given in Clause 5;
<b>“Framework Representative”</b>	means the person described in Clause 8.1, as the same may be changed from time to time in accordance with Clause 8.2;
<b>“Framework Start Date”</b>	means [REDACTED];
<b>“Framework Term”</b>	means the period commencing on the Framework Start Date and, subject to earlier termination in accordance with Clause 23, ending on the Framework End Date;
<b>“Goods and Services”</b>	means the goods and services to be supplied by a Distributor pursuant to this Framework and Underlying Contracts, which may include any or all of the goods and services set out in the Specifications;
<b>“Information”</b>	has the meaning given to it under section 84 of the FOIA;
<b>“Key Performance Indicators”</b>	means any key performance indicators that may be incorporated into Underlying Contracts entered into between the relevant Distributor and Licensed Entity;
<b>“Licence”</b>	means a licence to access this Framework in the form set out in Schedule 5 (Form of Licence);
<b>“Licensed Entity”</b>	means an Entity with whom Procure Plus has entered into a Licence;

<b>“Parties”</b>	means Procure Plus and the Distributors or anyone of them and <b>“Party”</b> shall be construed accordingly;
<b>“Price Change”</b>	has the meaning given to that term in Clause 25.3;
<b>“Pricing Matrix”</b>	means the relevant Distributor’s pricing matrix contained in its tender submission for this Framework, as the same may be amended from time to time in accordance with the provisions of this Framework;
<b>“Procure Plus Framework Manager”</b>	means the person described in Clause 8.4, as the same may be changed from time to time in accordance with Clause 8.5;
<b>“Procurement Act”</b>	means the Procurement Act 2023;
<b>“Procurement Documentation”</b>	means the procurement documentation issued by Procure Plus for this Framework;
<b>“Product Range”</b>	means any range of Distributor Goods to be supplied by a Distributor pursuant to this Framework;
<b>“Product Range Change Notice”</b>	has the meaning given to that term in Clause 33.1;
<b>“Product Retention”</b>	has the meaning given to that term in Clause 33.3;
<b>“Prohibited Act”</b>	means: <ul style="list-style-type: none"> <li>(i) offering giving or agreeing to give to any servant of a Distributor, Procure Plus or a Licensed Entity any gift or consideration of any kind as an inducement or reward:</li> <li>(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 the respective Distributor, Procure Plus or a Licensed Entity; or</li> <li>(b) for showing or not showing favour or disfavour to any person in relation to this</li> </ul>

Framework or any other agreement with the respective Distributor, Procure Plus or a Licensed Entity;

- (ii) entering into this Framework or any other agreement with a Distributor or Procure Plus in connection with which commission has been paid or has been agreed to be paid by the respective Distributor or on its behalf, or by Procure Plus or on its behalf, or to their 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 or the respective Distributor;
- (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 a Distributor, 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 a Distributor, Procure Plus or a Licensed Entity;

**“Project Participants”**

means any and all persons who are involved in the projects 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, which shall include (without limitation) the Specified Manufacturers;



<b>“Purchase Order”</b>	means a purchase order for the supply of Goods and Services issued to a Distributor via Schemes Plus;
<b>“Quarter”</b>	means each of the following: <ul style="list-style-type: none"> <li>(i) a period from 1 January to 31 March (inclusive);</li> <li>(ii) a period from 1 April to 30 June (inclusive);</li> <li>(iii) a period from 1 July to 30 September (inclusive); and</li> <li>(iv) a period from 1 October to 31 December (inclusive);</li> </ul>
<b>“Request for Information”</b>	means a request for information or an apparent request under the Code of Practice on Access to Government Information or FOIA;
<b>“Schemes Plus”</b>	means the internet based project management and electronic trading platform operated by Procure Plus as described in Clause 26;
<b>“Schemes Plus Tasks”</b>	means the tasks to be performed by the Distributors using Schemes Plus, as further detailed in the Specifications;
<b>“Social Housing Provider”</b>	means any provider of social housing including, without limitation, registered housing providers, local authorities, and ALMOs;
<b>“Specifications”</b>	means the specifications included as “Document B” of the Procurement Documentation (as the same may be updated from time to time to reflect changes in Product Ranges in accordance with Clause 33);
<b>“Specified Manufacturer”</b>	means a manufacturer appointed to any of Framework Lots 2 to 9 (inclusive) and whom Procure Plus or the Licensed Entity entering into the relevant Underlying Contract has stipulated that the Distributor shall source the Specified Manufacturer Goods from;
<b>“Specified Manufacturer Goods”</b>	means any goods to be sourced by a Distributor from a Specified Manufacturer, as stipulated by Procure Plus or by the Licensed Entity entering into the relevant Underlying Contract;

<b>“Suspension Notice”</b>	has the meaning given to that term in Clause 23.3;
<b>“Tender Notice”</b>	means the tender notice issued by Procure Plus for this Framework dated [ ], reference number [ ];
<b>“Underlying Contract”</b>	means a contract between a Licensed Entity and a Distributor incorporating the terms and conditions contained in Schedule 2 (Supply Terms and Conditions) subject to such amendments to Part 1 of those terms as may have been agreed between the Licensed Entity and the Distributor, which shall be formed via the issue of a Purchase Order to the Distributor;
<b>“Warning Notice”</b>	has the meaning given to that term in Clause 23.1;
<b>“Working Day”</b>	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 Distributor in respect of its obligations under this Framework shall be several and extends only to any loss or damage arising out of that Distributor's own breaches or default.
- 2.5 Where a Distributor is a consortium comprising of a number of consortium members (as shown in Schedule 1 (Distributors)) those consortium members shall together be treated as the "Distributor" for the purposes this Framework and shall be jointly and severally liable for the performance of the Distributor'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 Licensed 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 The Underlying Contracts are contracts for the supply and distribution of a range of goods and materials which are entered into between the Licensed Entities and the Distributors during the Framework Term.
- 4.4 Neither Procure Plus, any Licensed Entity nor any Distributor 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 Distributor as a result of that Distributor not being awarded one or more Underlying Contracts or choosing not to enter into 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 and reduce carbon emissions from their housing stock and other buildings they manage;
- 5.1.2 To distribute and supply the materials covered by this Framework 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 items using sustainable materials to maximise life expectancy; and
- 5.1.4 To enable flexible and adaptable scheme delivery to meet the Licensed Entities needs with proactive supply chain management.

## **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 Distributors 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.

## **8 REPRESENTATIVES**

- 8.1 On or before the Framework Start Date each Distributor 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 Distributor 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 Distributor in respect of any matter that arises out of or in connection with any failure by the Distributor to comply with its obligation under Clause 8.2.
- 8.4 On or before the Framework Start Date Procure Plus shall provide to each Distributor 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 Distributors informed of any change in the identity of the Procure Plus Framework Manager from time to time.
- 8.6 For the avoidance of doubt, no Distributor shall be liable to Procure Plus or a Licensed Entity in respect of any matter that arises out of or in connection with any failure by Procure Plus to comply with its obligation under Clause 8.5.

## **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, always within the legal limits.

- 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 Distributor 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 supply of the Goods and Services, and is acceptable to Procure Plus, always acting reasonably.

## **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 Distributor's Framework Representative (where the Distributor is the party to be notified). If the Parties in dispute are both Distributors, 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 may, subject to Clause 11.2, 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 volunteer or share:**

11.2.1 commercially confidential product pricing information, process operations or trade secrets;

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;

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

11.2.5 any other knowledge or information that may not be exchanged or shared as a result of applicable law or regulations, including but not limited to the Competition Act 1998 and competition rules and antitrust law in the European Union.

**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 Distributor 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 Distributor 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 Party undertakes to keep confidential and not disclose to any third party any information supplied to it by another Party (the “**Disclosing Party**”) 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 the Disclosing Party.
- 13.4 Each Party shall not disclose to any person whatsoever any information relating to the other Parties or their business or trade secrets of which it has or shall acquire pursuant to this Framework.
- 13.5 Each Distributor 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.
- 13.6 Procure Plus shall not make any public statement or disclosure regarding a Distributor’s appointment to this Framework without the Distributor’s prior written consent, save to the extent that:
- 13.6.1 such public statement or disclosure is required under any applicable law or regulation; or
  - 13.6.2 the Distributor’s appointment to this Framework becomes publicly known other than by breach of this Clause.

#### **14 DISCLOSURE UNDER THE PROCUREMENT ACT**

Each Distributor 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 Distributor 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 Distributor's statutory and/or regulatory duties and responsibilities and/or the specific requirements of the Underlying Contracts, each Distributor 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 Distributor shall supply the Goods and 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**

17.1 Each Distributor is encouraged to suggest changes to the supply of Goods and 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 Distributor 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.

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

17.3 Each Distributor shall in conjunction with Procure Plus and the Licensed Entities endeavour to implement flexibility and innovation in respect of the supply of the Goods and Services.

## **19 SUPPLY CHAIN INFORMATION**

Each Distributor shall provide Procure Plus with such information as Procure Plus may reasonably request from time to time to demonstrate that the supply chains that the Distributor is utilizing to perform its obligations under this Framework and any Underlying Contract are both socially and ethically responsible.

## **20 EARLY WARNING**

Without in any way detracting from or affecting the particular notice requirements of the Underlying Contracts, each of the Parties will within a reasonable time 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 supply of Goods and Services with which that Party is involved pursuant to the Underlying Contracts.

## **21 SPECIFICATIONS**

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



## **22 KEY PERFORMANCE INDICATORS**

- 22.1 The Distributors shall supply Goods and Services pursuant to such Underlying Contracts to the standards required to meet the Key Performance Indicators.
- 22.2 Within four (4) Working Days of the end of each Quarter during the Framework Term and at such other times as each Licensed Entity may specify the Distributors shall provide the Licensed Entity (with a copy to Procure Plus) with such information and assistance as the Licensed Entity may require in order to enable it to undertake an assessment of the Distributors' performance against the Key Performance Indicators included in the Licensed Entity's Underlying Contracts during that Quarter.
- 22.3 Following receipt of information referred to in Clause 22.2 above, Procure Plus may work with the relevant Licensed Entity to carry out an assessment and make a written report of the Distributor's performance against each of the Key Performance Indicators.
- 22.4 Once any such report has been compiled Procure Plus and the Licensed Entity will review the report with a view to:
  - 22.4.1 identifying any aspects or elements of the Distributor's performance which may have been overlooked;
  - 22.4.2 identifying any aspects or elements of the Licensed Entity's and/or other Project Participant's performance which may have had an adverse effect upon the Distributor's performance;
  - 22.4.3 ratifying the basis of assessment and, where applicable, scoring;
  - 22.4.4 identifying any particular aspects or elements of the Licensed Entity's and/or other Project Participant's performance which could be improved upon; and
  - 22.4.5 assessing whether the Key Performance Indicators have proved to be and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of the Distributor's contribution to progress in achieving the objectives of the Underlying Contract.

## **23 SUSPENSION AND TERMINATION**

### **Suspension and termination for material breach**

- 23.1 If a Distributor:
  - 23.1.1 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 Goods and Services by the Distributor;
  - 23.1.2 fails to meet any Key Performance Indicator;
  - 23.1.3 commits a breach of Clause 27 of this Framework; or

23.1.4 commits a breach of 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 Distributor (a **“Warning Notice”**).

23.2 A Warning Notice issued by Procure Plus pursuant to Clause 23.1 shall:

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

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

23.3 If the Distributor 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 Distributor with a notice (a **“Suspension Notice”**), which shall:

23.3.1 specify the particulars of the breach(s) in question;

23.3.2 set out the timescale within which the Distributor must remedy the breach(s); and

23.3.3 confirm that the Distributor shall be suspended from participating in the Award Process until such time as the Distributor has remedied the breach(s) to Procure Plus’ reasonable satisfaction

and the Distributor shall be so suspended.

23.4 If the Distributor remedies the breach(s) in question to Procure Plus’ reasonable satisfaction within the timescales set out in the Suspension Notice, the Suspension Notice shall be lifted.

23.5 If the Distributor 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:

23.5.1 grant the Distributor an additional period of time to remedy the breach(s) in question to Procure Plus’ reasonable satisfaction; or

23.5.2 terminate the Distributor’s appointment to this Framework by serving not less than one (1) months written notice on the Distributor. Unless such notice is withdrawn before the aforementioned notice period expires, the Distributor’s appointment to this Framework will terminate upon expiry of such notice period.

23.6 The provisions of Clauses 23.4 and 23.5 shall apply (the necessary changes having been made) in respect of any additional period of time the Distributor is given to remedy the breach(s) in question under Clause 23.5.1.

#### **“No fault” termination**

23.7 A Distributor or Procure Plus may terminate that Distributor’s appointment to this Framework 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 Distributor’s appointment to this Framework will terminate upon expiry of such notice period.

### **Termination for insolvency etc**

- 23.8 If a Distributor 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 Distributor 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 Distributor to this Framework by notice in writing having immediate effect.
- 23.9 If Procure Plus 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 suffers any event analogous to any of the foregoing in any jurisdiction in which it is incorporated or resident, any Distributor may terminate its appointment to this Framework by notice in writing having immediate effect.

### **Termination for breach of Clause 29**

- 23.10 Procure Plus may terminate the appointment of a Distributor to this Framework by notice in writing having immediate effect in the event that the Distributor commits a breach of any of the provisions of Clause 29.
- 23.11 A Distributor may terminate its appointment to this Framework by notice in writing having immediate effect in the event that Procure Plus commits a breach of any of the provisions of Clause 29.

### **Termination for Prohibited Acts**

- 23.12 Procure Plus may terminate the appointment of the Distributor to this Framework by notice in writing having immediate effect in the event that the Distributor commits a Prohibited Act.
- 23.13 A Distributor may terminate its appointment to this Framework by notice in writing having immediate effect in the event that Procure Plus commits a Prohibited Act.

### **Termination pursuant to Clause 30**

- 23.14 Procure Plus may terminate a Distributor's appointment to this Framework by serving not less than one (1) months written notice on the Distributor if the circumstances described in Clause 30.2 apply to that Distributor. Unless such notice is withdrawn before the aforementioned notice period expires, the Distributor's appointment to this Framework will terminate upon expiry of such notice period.

### **Termination under section 78(2) of the Procurement Act**

- 23.15 Subject to Clause 23.16, Procure Plus may terminate a Distributor's appointment to this Framework with immediate effect by giving written notice to the Distributor if a termination ground as set out in section 78(2) of the Procurement Act applies.
- 23.16 Before exercising its right to terminate pursuant to Clause 23.15, Procure Plus shall:
- 23.16.1 notify the Distributors of its intention to terminate the Distributor's appointment to this Framework;

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

23.16.3 give the Distributor 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 Distributor's appointment to this Framework.

## **General**

23.17 The termination of a Distributor's appointment to this Framework shall not automatically terminate any Underlying Contract that the Distributor entered into 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.

23.18 Following the issue of a notice of termination pursuant to this Clause 23 the Distributor shall be prohibited from participating in the Award Process under Clause 28, unless and until the parties agree that such notice of termination is withdrawn.

## **24 ASSIGNMENT, NOVATION AND LICENCE**

24.1 Procure Plus may not, without the written consent of the Distributors (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.

24.2 The Distributors 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.

## **25 PRICING**

25.1 The price payable by Licensed Entities to Distributors for the supply and distribution of Goods and Services pursuant to this Framework and under Underlying Contracts will be calculated by reference to the particular Distributor's Pricing Matrix subject to:

25.1.1 any refinements that are necessary to reflect the particular requirements of the Underlying Contract in question insofar as they are agreed with the Distributor; and/or

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

25.2 [Under the terms of Underlying Contracts Distributors shall be required to supply and distribute Distributor Goods and Specified Manufacturer Goods. Under each Distributor's Pricing Matrix:

- 25.2.1 the amount payable to the Distributor for the supply and distribution of Distributor Goods shall be the Distributor Goods Price. No cost to serve shall be payable to the Distributor in respect of the supply and distribution of Distributor Goods; and
- 25.2.2 the amount payable to the Distributor for the supply and distribution of Specified Manufacturer Goods shall consist of the price of such Specified Manufacturer Goods and the Cost to Serve such goods.]

### **Changes to Distributor Goods Prices**

- 25.3 Should a Distributor wish to propose a change to the Distributor Goods Prices set out in the Distributor's Pricing Matrix during the Framework Term (a **"Price Change"**), it must complete a price change form in the form prescribed by Procure Plus and submit it to Procure Plus at least ninety (90) calendar days in advance of the proposed Price Change. The price change form will require the Distributor to provide details of the rationale for the Price Change, the impact on market prices and the impact on the Distributor Goods Prices as set out in the Distributor's Pricing Matrix together with any steps taken or proposed to mitigate the change as appropriate. The Distributor shall provide Procure Plus with such evidence as Procure Plus may reasonably require to support the Price Change, such evidence to include (without limitation) commodity tracking data, historical and present day supplier invoices and global market data. For the avoidance of doubt a Price Change may comprise of an increase or a decrease in the Distributor Goods Prices set out in the Distributor's Pricing Matrix.
- 25.4 The minimum period of ninety (90) calendar days for the completion of a price change form in advance of the proposed Price Change under Clause 25.3 may (at the absolute discretion of Procure Plus) be reduced to a lesser period of time provided always that:
- 25.4.1 the Distributor is able to demonstrate that the reason for the Price Change arises from exceptional market conditions that could not reasonably have been foreseen, and as a consequence of which the Distributor is unable to comply with the ninety (90) calendar day timescale in Clause 25.3;
- 25.4.2 the reason for the Price Change has not arisen due to any failure, act or omission on the part of the Distributor; and
- 25.4.3 the Distributor's application for a Price Change is made at least thirty (30) calendar days in advance of the proposed Price Change.
- 25.5 Within fourteen (14) calendar days of receipt of the price change form from the Distributor, Procure Plus shall arrange a meeting or correspond with the Distributor with a view to agreeing the Price Change. Procure Plus and the Distributor will use reasonable endeavours to come to agreement on the 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 Price Change will not take effect unless and until it is agreed between the Distributor and Procure Plus or determined pursuant to Clause 10 that it shall take effect.
- 25.6 Forthwith following the coming into effect of any Price Change(s) the Distributor shall provide Procure Plus with an updated copy of its Pricing Matrix which reflects such change(s).

- 25.7 For the avoidance of doubt, Distributors shall only be permitted to propose Price Changes under Clause 25.3 in respect of the Distributor Goods Prices set out in the Distributor's Pricing Matrix.

### **Changes to Cost to Serve**

- 25.8 If a Distributor considers that it is necessary to propose a change to its Cost to Serve during the Framework Term due to exceptional circumstances which were not foreseeable by, or attributable to any act or omission of, the Distributor (a "**Cost to Serve Change**") it may submit a Cost to Serve change form to Procure Plus. Any such form must be in the form prescribed by Procure Plus and must be submitted to Procure Plus at least ninety (90) calendar days in advance of the proposed Cost to Serve Change. The Cost to Serve change form will require the Distributor to provide details of the rationale for the Cost to Serve Change, the exceptional circumstances giving rise to it and any steps taken or proposed to mitigate the change as appropriate. The Distributor shall provide Procure Plus with such evidence as Procure Plus may reasonably require to support the Cost to Serve Change.
- 25.9 Procure Plus may, in its absolute discretion, accept or reject any Cost to Serve Change proposed by a Distributor pursuant to Clause 25.9.
- 25.10 For the avoidance of doubt, the proposed Cost to Serve Change will not take effect unless and until Procure Plus confirms its written agreement to such change.
- 25.11 Forthwith following the coming into effect of any Cost to Serve Change the Distributor shall provide Procure Plus with an updated copy of its Pricing Matrix which reflects such change.

## **26 SCHEMES PLUS**

- 26.1 Procure Plus operates a purchase to pay system entitled Schemes Plus which is integral to the operation of this Framework. The Distributors shall, in performing such Underlying Contracts, carry out the Schemes Plus Tasks via the Schemes Plus system. The Schemes Plus system will create invoices on behalf of the Distributor.
- 26.2 Each Distributor shall ensure that all payments required by it pursuant to Underlying Contracts are raised and managed via the Schemes Plus system.
- 26.3 Each Distributor shall ensure that none of their employees, agents or sub-contractors shall use Schemes Plus without having first received training from Procure Plus on the use of the system.
- 26.4 Each Distributor 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.
- 26.5 Procure Plus shall not in any circumstances be liable to the Distributors 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 Distributors or their employees, agents or sub-contractors.

## **27 FRAMEWORK FEES**

- 27.1 Each Distributor acknowledges the role that Procure Plus performs in managing the operation of this Framework and the value and efficiencies that Procure Plus may create for the Distributor through facilitating an increase in the spend with the Distributor pursuant to this Framework, resulting in the aggregation of volume, the standardisation of processes and the establishment of effective communication between the Distributors, the Specified Manufacturers and the Licensed Entities (amongst other things).
- 27.2 In consideration of the performance of the role described in Clause 27.1 above each Distributor agrees that Procure Plus shall be entitled to be paid the Framework Fees in respect of the Underlying Contracts that are awarded to the Distributor under this Framework.
- 27.3 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 price paid by the Licensed Entity for the Distributor Goods supplied by the Distributor under the Underlying Contract (excluding any VAT payable in respect of the same), unless Procure Plus determines that a lower fee percentage shall apply to such Underlying Contract.
- 27.4 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 Distributor) Procure Plus shall issue an invoice to the Distributor (the “**Framework Fees Invoice**”) setting out the Framework Fees due from the Distributor in respect of the period to which the invoice relates, together with any applicable VAT.
- 27.5 Each Distributor 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 Framework Fees Invoice within the ten (10) Working Day period, in which case the Distributor 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.
- 27.6 If the Distributor fails to make any payment which (in accordance with Clause 27.5) is due in full on the due date Procure Plus may charge the Distributor 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.
- 27.7 Each Distributor shall sign and return to Procure Plus a mandate for the direct debit payments referred to in Clause 27.5 by the Framework Start Date, and in any event before the date it is awarded any Underlying Contracts under this Framework. The Distributor 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.

## **28 AWARD OF UNDERLYING CONTRACTS TO DISTRIBUTORS**

- 28.1 Where a Licensed Entity wishes to award an Underlying Contract under this Framework the selection of a Distributor shall be made by the Licensed Entity either by Direct Selection in accordance with the provisions of Clause 28.2, or by way of a Competitive Selection Process in accordance with the provisions of Clauses 28.3 to 28.10.

### **Direct Selection**

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

28.2.1 where the Distributor is the number 1 ranked Distributor (as shown in the fourth column of the relevant table in Schedule 1). If such Distributor either declines the award of the Underlying Contract, or is suspended or excluded from participating in the Award Process pursuant to Clause 23, 28.13 or 28.14, the Licensed Entity may award the Underlying Contract by Direct Selection to the Distributor who is the number 2 ranked Distributor, and so on and so forth;

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

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

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

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

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

28.2.7 where the Distributor 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;

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

28.2.9 where the estimated value of the Goods and Services to be supplied 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;

28.2.10 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**

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



- 28.3.1 any Distributors that are suspended from participating in the Award Process pursuant to Clause 23;
  - 28.3.2 any Distributors that are excluded from participating in the Award Process pursuant to Clause 28.13 or 28.14;
  - 28.3.3 any Distributors that are not to be invited due to the operation of Clause 28.5; and
  - 28.3.4 any Distributor that has, pursuant to Clause 28.4 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.
- 28.4 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 Distributors to ask them to confirm whether they wish to be invited to take part in the Competitive Selection Process.
- 28.5 The Distributors acknowledge that in determining which Distributors 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 Distributors tendering. Accordingly, the Distributors acknowledge and agree that, save where Clause 28.6 applies, the Licensed Entity shall not invite two or more Distributors within the same group of companies to take part in the same Competitive Selection Process for an Underlying Contract.
- 28.6 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 Distributors 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 Distributors in question, the Licensed Entity is satisfied that the Distributors have and will implement appropriate measures to ensure that:
- 28.6.1 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
  - 28.6.2 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.
- 28.7 The Distributors acknowledge that a Competitive Selection Process may provide for and include certain Conditions of Participation that a Distributor must satisfy in order to be considered for and awarded the relevant Underlying Contract.
- 28.8 The invitation to take part in a Competitive Selection Process shall:
- 28.8.1 be issued in writing;
  - 28.8.2 set out any applicable Conditions of Participation;

- 28.8.3 explain whether the Competitive Selection Process is to comprise of submission of written tender proposals by the Distributors, site visits, interviews, demonstrations, or presentations or a combination of any of these things;
  - 28.8.4 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 Goods and Services in question, the nature of the Licensed Entity's requirements and the time needed to compile and submit proposals;
  - 28.8.5 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;
  - 28.8.6 contain or make reference to the form of Underlying Contract to be entered into with the successful Distributor.
- 28.9 When invited by the Licensed Entity to participate in a Competitive Selection Process, the Distributor shall either submit a written proposal or decline the invitation to take part in the Competitive Selection Process. All Distributors 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.
  - 28.10 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 Distributors that submitted a tender of the outcome of that evaluation.

#### **Formation of Underlying Contract with Licensed Entity**

- 28.11 Where a Distributor is selected by a Licensed Entity to enter into an Underlying Contract with the Licensed Entity for the supply of Goods and Services pursuant to this Clause 28, the formation of such contract will take effect via the issue of a Purchase Order via Schemes Plus to the Distributor for the supply of the Goods and Services, which shall incorporate the terms and conditions contained in Schedule 2 (Supply Terms and Conditions) subject to such amendments to Part 1 of those terms as may have been agreed between the Licensed Entity and the Distributor.
- 28.12 Once appointed to supply Goods and Services under an Underlying Contract, the Distributor shall supply those Goods and Services in accordance with the terms of the Underlying Contract.

#### **Exclusion from Award Process**

- 28.13 Each Distributor acknowledges and agrees that Licensed Entity may exclude a Distributor 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.
- 28.14 Any Distributor 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 Distributor that is an excluded supplier.

28.15 Each Distributor shall;

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

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

28.16 The terms “excluded supplier” and “excludable supplier” in Clauses 28.13, 28.14 and 28.15 above shall have the meaning given to them in section 57 of the Procurement Act.

## **29 MODERN SLAVERY**

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

29.1.1 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

29.1.2 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.

29.2 Each Party shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

## **30 FINANCIAL AND MANAGEMENT INFORMATION**

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

30.2 If Procure Plus on production of detailed financial information can demonstrate that there has been a material change in the financial position of the Distributor to such an extent that the capability of the Distributor to adequately fulfil its obligations under this Framework has been placed in jeopardy, Procure Plus may terminate the Distributor’s appointment to this Framework in accordance with Clause 23.14.

30.3 If the circumstances set out in Clause 30.2 apply Procure Plus shall work with the Distributor to identify ways in which Procure Plus could support the Distributor, though this shall be without prejudice to Procure Plus’s right under Clause 30.2 to terminate the Distributor’s appointment to this Framework in accordance with Clause 23.14.

30.4 Each Distributor 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.

30.5 Any information provided by a Distributor pursuant to this Clause 30 shall be treated as Confidential Information and shall be subject to the provisions of Clauses 13.2.

## **31 SOCIAL VALUE**

- 31.1 Each Distributor 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.
- 31.2 Accordingly, each Distributor shall work with Procure Plus to explore and agree how the Distributor 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 Goods and Services that the Distributor is instructed to supply pursuant to this Framework.

## **32 FREEDOM OF INFORMATION**

- 32.1 The Distributors 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.
- 32.2 Each Distributor shall and shall use reasonable endeavours to procure that its sub-contractors shall:
  - 32.2.1 transfer to Procure Plus or the Licensed Entity all Requests for Information that it receives as soon as practicable;
  - 32.2.2 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
  - 32.2.3 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.
- 32.3 In no event shall a Distributor respond directly to a Request for Information unless expressly authorised to do so by Procure Plus or the Licensed Entity concerned.
- 32.4 Each Distributor 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 Distributor or despite having taken the Distributor's views into account.
- 32.5 Each Distributor 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.

## **33 CHANGES IN PRODUCT RANGES**

- 33.1 Each Distributor shall as soon as is reasonably practicable provide Procure Plus with written notification of any change to one or more of the Distributor's Product Ranges, such notification to include details of whether any substitution or replacement is available from the Distributor.

Any notice given pursuant to this Clause 33.1 shall be referred to as a “**Product Range Change Notice**”.

- 33.2 The Distributors acknowledge and agree that Procure Plus shall be entitled to share any information provided pursuant to Clause 33.1 with the Licensed Entities.
- 33.3 The Distributors acknowledge the business requirement for the Licensed Entities to retain continuity of supply of the Product Ranges. Conversely Procure Plus and the Licensed Entities acknowledge that the Distributors are unable to guarantee continuous availability and supply of products, goods and materials comprised within a Products Range for the duration of the Framework Term and the term of any Underlying Contract. Accordingly, if a proposed change to the Distributor’s Product Range(s) is likely to cause operational issues for the Licensed Entities, Procure Plus and the Licensed Entities may, liaise with the Distributor to discuss the possibility of the Distributor retaining products, goods or materials comprised within the existing Product Range(s) (“**Product Retention**”) in stock with the Distributor (at such price and in such quantities as the parties may from time to time agree) for an agreed period following the implementation of the relevant Product Range change, provided that the Distributor may at its discretion decline to offer the Product Retention. The Distributor’s obligation under this Clause is subject to the products still being available to supply.
- 33.4 For the avoidance of doubt, this Clause 33 only applies to Distributor Goods.

#### **34 SURVIVAL OF CERTAIN CLAUSES**

The provisions of Clauses 13, 14, 15, 27, 31 and 32 (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.

#### **35 VARIATION**

No variation of this Framework shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

#### **36 NO PARTNERSHIP OR AGENCY**

- 36.1 Nothing in this Framework is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 36.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **37 SEVERANCE**

If any provision or part-provision of this Framework is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Framework.

**38 GOVERNING LAW**

- 38.1 This Framework shall be governed by and construed in accordance with the laws of England and Wales.
- 38.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Framework or its subject matter or formation.

**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 two )  
directors or by one director and the )  
company secretary: )

)

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Director

.....

.....

Director/Company Secretary

Executed by **[DISTRIBUTOR]** acting by )  
two directors or by one director and the )  
company secretary: )

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Director

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Director/Company Secretary

**SCHEDULE 1**  
**DISTRIBUTORS**

*Note to Bidders: This Schedule will be populated with the details of the successful Distributors that have been appointed to Framework Lot 1.*

**Lot 1 – Distribution of renewable technologies**

Distributor name, address and company number (if applicable)	Is the Distributor a Consortium?	Consortium members
[            ] <sup>1</sup>	[Yes / No] <sup>2</sup>	[            ] <sup>3</sup>

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<sup>1</sup> Insert name, registered address and company number of the Distributor. Where the Distributor is a consortium insert the consortium name, and main contact address for the consortium instead.

<sup>2</sup> Delete as applicable

<sup>3</sup> Insert name, registered address and company number of each consortium member, or insert "N/A" if the Distributor is not a consortium.



**SCHEDULE 2**  
**SUPPLY TERMS AND CONDITIONS**

*Please refer to separate document*

### **SCHEDULE 3**

#### **CONDITIONS OF PARTICIPATION**

Conditions of Participation may include the following:

- The Distributor's experience, relevant technology and the products
- Insurances held
- Health and safety

## SCHEDULE 4

### COMPETITIVE SELECTION PROCESS EVALUATION CRITERIA

The Licensed Entity making the call off will confirm to the Distributors, 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 Licensed Entity's particular requirements.

The percentage weightings given to the price and qualitative 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, the Distributors acknowledge 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"><li>- Technical support</li><li>- Customer support</li><li>- Product knowledge</li><li>- Corporate social responsibility</li></ul>	0% to 80%
The Distributor's proposed price for supplying the Goods and Services	20% to 100%

**SCHEDULE 5**  
**FORM OF LICENCE**

**DATED**

**20[ ]**

**PROCURE PLUS HOLDINGS LIMITED**  
**and**  
**[LICENSED ENTITY]**

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**LICENCE**

**relating to a framework for the supply**  
**of low and zero carbon technologies**

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**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 supply of low and zero carbon technologies made between Procure Plus Holdings Limited and the parties named therein as the “Distributors” and the “Suppliers”, 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 Suppliers and Distributors under Lot[s] [ ]<sup>4</sup> 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 [ ]<sup>5</sup>

“**Expiry Date**” means [ ]<sup>6</sup>

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

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<sup>4</sup> Insert Lots that the Licensed Entity is being given access to

<sup>5</sup> Insert date that the Licence will be deemed to be effective from

<sup>6</sup> Insert date that the Licence will expire on (if relevant)

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

**“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;

**“Revocation Date”** means:

- (i) the date on which the Licensed Entity receives written notice from Procure Plus in accordance with the provisions of Clause 4.2 of this Licence that the Licensed Entity’s right to enter into Underlying Contracts pursuant to 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 Suppliers and Distributors under Lot[s] [ ]<sup>7</sup> of the Framework.

- 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 Supplier and Distributor and 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 Suppliers and Distributors 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 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 Supplier or Distributor until Procure Plus has provided the Licensed Entity with its written consent to the same.

### **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;

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<sup>7</sup> Insert Lots that the Licensed Entity is being given access to

- 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 pursuant to 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 The Licensed Entity acknowledges the provisions of the Framework relating to Schemes Plus. Unless otherwise agreed with Procure Plus, the Licensed Entity shall ensure that:
- 5.1.1 all supply orders it issues to Suppliers and Distributors pursuant to Underlying Contracts are issued via the Schemes Plus system; and
  - 5.1.2 all invoices that it pays pursuant to Underlying Contracts are marked as paid on the Schemes Plus system.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 The Licensed Entity acknowledges the provisions of the Framework relating to Framework Fees. In particular, the Licensed Entity acknowledges and agrees that under such provisions Procure Plus is entitled to receive from Suppliers and Distributors the Framework Fees payable in respect of goods supplied by the Suppliers and Distributors pursuant to the Framework, and that Procure Plus may collect such income out of monies received by the Suppliers and Distributors from the Licensed Entity under Underlying Contracts entered into by the Licensed Entity.
- 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 6**  
**DATA PROTECTION**

**1 DEFINITIONS**

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

<b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer</b>	take the meaning given in the UK GDPR.
<b>Data Protection Legislation</b>	(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.
<b>Data Protection Impact Assessment</b>	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.
<b>Data Loss Event</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Distributor 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.
<b>Data Subject Request</b>	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.
<b>Distributor Personnel</b>	means all directors, officers, employees, agents, consultants and contractors of the Distributor and/or of any Sub-Processor engaged in the performance of its obligations under this Framework.

<b>DPA 2018</b>	Data Protection Act 2018.
<b>Joint Controllers</b>	takes the meaning given in Article 26 of the UK GDPR.
<b>Law</b>	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 Distributor is bound to comply.
<b>Law Enforcement Processing</b>	processing under Part 3 of the DPA 2018.
<b>Protective Measures</b>	appropriate technical and organisational measures designed to ensure compliance with obligations of Procure Plus and the Distributor 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.
<b>Sub-processor</b>	any third party appointed to process Personal Data on behalf of the Distributor related to this Framework.
<b>UK GDPR</b>	the UK General Data Protection Regulation.

## **2 DATA PROTECTION**

- 2.1 Procure Plus and the Distributor acknowledge that for the purposes of Data Protection Legislation, Procure Plus is the Controller and the Distributor is the Processor. The only processing that the Distributor is authorised to do is listed in paragraph 3 of this Schedule by Procure Plus and may not be determined by the Distributor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 2.2 The Distributor shall notify Procure Plus immediately if it considers that any of Procure Plus's instructions infringe Data Protection Legislation.

- 2.3 The Distributor 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 Goods and 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 Distributor 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 Distributor is required to do otherwise by Law. If it is so required the Distributor 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 Distributor, the Distributor 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 Distributor 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 Distributor Personnel who have access to the Personal Data and ensure that they:
    - c are aware of and comply with the Distributor's duties under this Clause;
    - d are subject to appropriate confidentiality undertakings with the Distributor 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 Distributor 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 Distributor 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 Distributor 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 Distributor is required by Law to retain the Personal Data.
- 2.5 Subject to paragraph 2.6, the Distributor 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 Distributor'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 Distributor 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 Distributor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2. This requirement does not apply where the Distributor 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 Distributor shall allow for audits of its Data Processing activity by Procure Plus or Procure Plus's designated auditor.
- 2.10 Procure Plus and the Distributor 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 Distributor 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 Distributor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 2.13 Procure Plus and the Distributor agree to take account of any guidance issued by the Information Commissioner's Office. Procure Plus may upon giving the Distributor not less than 30 working days' notice to the Distributor 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 Distributor with the contact details of its Data Protection Officer.
- 3.2 The Distributor shall provide Procure Plus with the contact details of its Data Protection Officer.
- 3.3 The Distributor 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 Distributor acknowledge that for the purposes of Data Protection Legislation, Procure Plus is the Controller and the Distributor is the Processor in accordance with paragraph 2.1.
Subject matter of the processing	The processing is needed in order to ensure that the Distributor can effectively deliver the Framework to provide the Goods and Services.
Duration of the processing	The term of this Framework.
Nature and purposes of the processing	<p>The Personal Data will be processed for the provision of the Goods and 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 Goods and 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 Distributor shall delete or return Personal Data (and any copies of it) to Procure Plus on termination of the Framework unless the Distributor is required by Law to retain the Personal Data.