

NORTHERN HOUSING CONSORTIUM LIMITED

AND

[SUPPLY PARTNER]

FRAMEWORK AGREEMENT RELATING TO THE SUPPLY OF PRODUCTS AND/OR SERVICES
UNDER THE [FRAMEWORK NAME] TENDER TO CONSORTIUM MEMBERS

[INSERT LOT NO.]

Commented [A1]: Please note: this agreement will be populated with the correct lot(s) the bidder is successfully appointed to.

DRAFT

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THIS FRAMEWORK AGREEMENT is made on the **DATE** day of **MONTH 20[X]**

BETWEEN:

- (1) **NORTHERN HOUSING CONSORTIUM LIMITED**, a company incorporated in England with company number 04361009 whose registered office is at Hope Street Xchange, 1-3 Hind Street, Sunderland, SR1 3QD (the "**Consortium**"); and
- (2) **SUPPLY PARTNER NAME**, a company incorporated in **England/Wales/Scotland/Northern Ireland** with company number **NUMBER** whose registered office is at **ADDRESS** (the "**Supply Partner**").

WHEREAS

- (A) The Consortium is a Centralised Procurement Authority as defined under the Procurement Act 2023. The Consortium provides procurement, tendering and contract management services to its Members. The Consortium has invited tenders for the supply of **FRAMEWORK NAME** Products and/or Services to its Members in accordance with the Public Procurement Rules.
- (B) On the basis of the Supply Partner's Tender, the Consortium selected the Supply Partner to enter into a framework agreement to provide the Products and/or Services to those Members who place Orders (the "**Framework Agreement**").
- (C) The Framework Agreement sets out the procedure for ordering Products and/or Services, the main terms and conditions for the provision of the Products and/or Services and the obligations of the Supply Partner under this Framework Agreement.

NOW THE PARTIES HAVE AGREED AS FOLLOWS:

1. **INTERPRETATION**

- 1.1 In this Framework Agreement the following words shall have the following meaning:

Affiliate means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company and subsidiary and holding company shall have the meaning set out in section 1159 of the Companies Act 2006.

Business Day means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

Call-Off means the process that a Member uses to purchase Products and/or Services.

Competed Products and/or Services has the meaning set out in Clause 4.1.3

Competed Products and/or Services Award Criteria means the award criteria to be applied to Mini-Tenders held for the award of Supply Agreements for Competed Products and/or Services as set out in Schedule 6.

Controller means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party

Data Subject shall have the same meaning as set out in the Data Protection Legislation

Data Subject Request means a Data Subject's request to access, correct, amend, transfer or delete that Data Subject's Personal Data consistent with that Data Subject's rights under Data Protection Laws.

Effective Date means [insert date of contract award].

Excludable Supplier has the same meaning as set out in the Procurement Act 2023

Excluded Supplier has the same meaning as set out in the Procurement Act 2023

Framework Agreement means this agreement entered into between the Consortium and the Supply Partner to establish the terms upon which Members may from time to time request provision of the Products and/or Services by the Supply Partner.

Identifiable Living Individual shall have the same meaning as set out in the Data Protection Legislation

Lots means the Products and/or Services divided into lots as referred to in the Tender Notice (ref [insert FTS reference]).

Management Information means details of the Products and/or Services supplied during the relevant period including but not limited to the price due to the Supply Partner for the Products and/or Services, and any other information that the Consortium may reasonably request from the Supply Partner in relation to the Framework Agreement.

Members means the purchasing organisations who are Members of the Consortium from time to time who are entitled to purchase the Products and/or Services under this Framework Agreement.

Mini-Tender means the documents submitted to the Consortium by a Supply Partner in response to the Member's invitation to Supply Partners to tender for Competed Products and/or Services.

Party means either the Supply Partner or the Consortium.

Parties means both the Supply Partner and the Consortium.

Personal Data shall have the same meaning as set out in the Data Protection Legislation

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, transmitted, stored or otherwise Processed.

Personal Data Losses means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands which arise in connection with this Agreement.

Processing or Process shall have the same meaning as set out in the Data Protection Legislation **Processor** means the natural or legal person, which Processes personal data on behalf of the Controller.

Products means the types and specifications of Products (including ancillary Services) to be made available to Members under this Framework Agreement.

Order means an order for the Products and/or Services in accordance with the award procedures in Clause 4

Order Form means a document setting out details of an Order in the form set out in Schedule 4 in accordance with the award procedures in Clause 4 [or as otherwise agreed in accordance with Clause 4]

Prohibited Acts means the following acts:

- (a) receiving, offering, given or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the award, obtaining, performance, monitoring of this Framework Agreement, any Supply Agreement or any other contract with the Consortium; or
 - (ii) showing or not showing favour, or disfavour to any person in relation to this Framework Agreement, any Supply Agreement or any other contract with the Consortium; or
- (b) entering into this Framework Agreement, any Supply Agreement or any other contract with the Consortium in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before this Framework Agreement is made particulars of any such commission and the terms and conditions of any such agreement for the payment therefore have been disclosed in writing to the Consortium.
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under any legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts.
- (d) defrauding, attempting to defraud or conspiring to defraud the Consortium (including offences under Part 3 of the Criminal Finances Act 2017)
- (e) any activity, practice or conduct which would constitute one of the offences listed under (c) or (d) above, if such activity, practice or conduct had been carried out in the UK

Public Procurement Rules means the Procurement Act 2023, the Procurement Regulations 2024, related UK legislation, and Government guidance issued in connection therewith, as amended from time to time.

Publishable Performance Information means any of the information that the Consortium is permitted or required to publish by the Procurement Rules, relating to the performance of the Supply Partner.

Quarter means each period of three calendar months ending on 31st March, 30th June, 30th September and 31st December

Remuneration Fee means a percentage of up to a maximum of 3% plus VAT of the price of the Products and/or Services supplied to the purchasing Member which is to be paid by the Supply Partner to the Consortium under the terms of this Framework Agreement as set out in in Schedule 3.

Schedules means the documents referred to within this agreement.

Services means the types and specifications of Services available to Members under this Framework Agreement to be performed as specified in Schedule 1.

Standard Contractual Clauses means standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Supervising Authority (where the UK GDPR applies to the transfer).

Subcontract means any contract between the Supply Partner and a third party pursuant to which the Supply Partner agrees to source the provision of any of the Products and/or Services from that third party.

Subcontractor means any contractor or Supply Partner that enters into a Subcontract with the Supply Partner.

Sub-processor means a sub-contractor engaged by the Supply Partner that will Process Personal Data as part of the performance of the Services.

Supervisory Authority means the Information Commissioner's Office or any other supervisory authority that may be applicable under the Data Protection Laws from time to time.

Supply Agreement means the model Supply Agreement to be used between the Supply Partner and each purchasing Member attached at Schedule 2. Supply Agreements will be tailored to the individual Call-Off and as such there are 4 versions of the Supply Agreements attached.

Tender means the Supply Partner's tender submitted to the Consortium **on DATE** and set out in Schedule 4

Term means a period from the Effective Date until the date falling 48 months thereafter unless terminated earlier in accordance with Clause 9.

Transparency Information means (a) and information or notices, permitted or required to be published by the Procurement Rules, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by the Consortium; (b) any information about this Framework Agreement, including the content of this Framework Agreement requested and required to be disclosed under FOIA or the EIRs and any changes to this Framework Agreement agreed from time to time, subject to any exemptions, which shall be determined by the Consortium; and (c) the Publishable Performance Information, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, or under the provisions of FOIA, which shall be determined by the Consortium.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the data protection act 2018.

1.2 In this Framework Agreement:-

1.2.1 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.2.2 References to the masculine include the feminine and to the singular include the plural and vice versa as the context admits or requires.

1.2.3 Headings will not affect the construction of this Framework Agreement.

- 1.2.4 References to Clauses and the Schedules are references to clauses of and the schedule to this Framework Agreement. The Schedules shall be deemed to form part of this Framework Agreement. In the event of any inconsistency between this Framework Agreement and the Schedules, the Framework Agreement shall prevail, followed by the Schedules.
- 1.2.5 words importing the singular meaning include where the context so admits the plural meaning and vice versa.

2. TERM OF FRAMEWORK AGREEMENT

- 2.1 The Framework Agreement shall take effect on the Effective Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated), shall terminate at the end of the Term.

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Consortium and the Supply Partner in respect of the provision of the Products and/or Services by the Supply Partner to Members.
- 3.2 The Consortium appoints the Supply Partner under the following Lots:
[List Lots that Supply Partner is appointed under.]
- 3.3 The Supply Partner shall be eligible to receive Orders under the Lots specified in Clause 3.2, for such Products and/or Services from Members during the Term.
- 3.4 The Supply Partner acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Consortium for the Products and/or Services required by Members under the Framework Agreement. The Consortium and Members are at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all products and/or services which are the same as or similar to the Products and/or Services.
- 3.5 The Consortium shall not in any circumstances be liable to the Supply Partner for payment or otherwise in respect of any Services or Products provided by the Supply Partner.

4. AWARD PROCEDURES

- 4.1 If a Member decides to source Products and/or Services through the Framework Agreement then it may instruct the Consortium to:
- 4.1.1 satisfy its requirements for Products and/or Services by identifying a Supply Partner to be awarded a Supply Agreement in accordance with the requirements of Clause 4.2 without re-opening competition (a "Direct Award"); or
- 4.1.2 satisfy its requirements for Products and/or Services by identifying a Supply Partner to be awarded a Supply Agreement in accordance with the requirements of Clause 4.3 without re-opening competition (a "Ranked Award"); or
- 4.1.3 satisfy its requirements for Products and/or Services by identifying a Supply Partner to be awarded a Supply Agreement following a Mini-Tender

conducted in accordance with the requirements of Clause 4.4 ("Competed Products and/or Services").

- 4.2 In respect of any Member that instructs the Consortium to order Products and/or Services under the Framework Agreement in accordance with Clause 4.1.1 the Consortium shall:
- 4.2.1 determine the Direct Award basis on which a Member can Call-Off from the Framework:
 - 4.2.1.1 the *Services* do not exceed the value of £30,000.00 for any one project;] and/or
 - 4.2.1.2 the *Competed Products and/or Services* does not produce more than one response from the Supply Partners invited to take part in the mini competition; and/or
 - 4.2.1.3 the *Competed Products and/or Services* does not produce any suitable responses from the Partners
 - 4.2.1.4 a change of Supply Partner would result in the Member receiving products and/or services that are different from, or incompatible with, existing products and/or services and the difference or incompatibility would result in disproportionate technical difficulties in operation or maintenance
 - 4.2.2 identify the relevant Lot(s) which the Member's Products and/or Service(s) requirements fall into;
 - 4.2.3 subject to Clause 4.6 place an Order on behalf of the Member to the Supply Partner capable of fulfilling the requirements by issuing a completed Order Form.
- 4.3 In respect of any Member that instructs the Consortium to order Products and/or Services under the Framework Agreement in accordance with Clause 4.1.2 the Consortium shall:
- 4.3.1 identify the relevant Lot(s) which the Member's Products and/or Service(s) requirements fall into;
 - 4.3.2 subject to Clause 4.6 place an Order on behalf of the Member to the Supply Partner capable of fulfilling the requirements and ranked highest following the evaluation of its Tender;
 - 4.3.3 if the Supply Partner who was ranked the highest is not able to provide the Products and/or Services, place an Order on behalf of the Member to the Supply Partner ranked next highest;
 - 4.3.4 repeat the process set out in Clause 4.3.3 until the Order is fulfilled or there are no further Supply Partners qualified to fulfil it, in which case the Consortium may carry out a Direct Award process in accordance with Clause 4.2 or a Competed Products and/or Services process in accordance with Clause 4.4.

- 4.4 In respect of any Member that instructs the Consortium to order Competed Products and/or Services under the Framework Agreement in accordance with Clause 4.1.3 the Consortium shall:
- 4.4.1 identify the relevant Lot(s) which the Member's Competed Products and/or Services requirements fall into;
 - 4.4.2 identify the Supply Partners capable of performing the Supply Agreement for the Competed Products and/or Services requirements;
 - 4.4.3 invite Mini-Tenders by conducting a mini-competition for the Member's Competed Products and/or Services requirements in accordance with the requirements of the Public Procurement Rules;
 - 4.4.4 apply the Competed Products and/or Services Award Criteria to any compliant Mini-Tender submitted through the mini-competition to identify the successful Supply Partner; and
 - 4.4.5 subject to Clause 4.6 place an Order on behalf of the Member with the successful Supply Partner by issuing a completed Order Form.
- 4.5 Notwithstanding the fact that the Consortium and Member has followed the procedures set out above for Direct Award, Ranked Award or Competed Products and/or Services, the Consortium and/or the Member may cancel, postpone, delay or end the procedure without placing an Order or awarding a Supply Agreement. Nothing in this Framework Agreement shall oblige any Member to place any Order for Products and/or Services. Neither the Consortium nor the Member shall be liable for any costs incurred by the Supply Partner in relation to any procedure which has been cancelled, postponed, delayed or ended.
- 4.6 The Supply Partner acknowledges that each Member is independently responsible for the conduct of its award of a Supply Agreement under the Framework Agreement and that the Consortium is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 4.6.1 the conduct of Members in relation to the Framework Agreement and particularly in relation to the instructions provided by the Member to the Consortium under Clauses 4.2 and/or 4.3 and/or 4.4; or
 - 4.6.2 the management, performance and/or non-performance of any Supply Agreement between the Supply Partner and Members entered into pursuant to the Framework Agreement; or
 - 4.6.3 the Member's obligations under the Public Procurement Rules; or
 - 4.6.4 any contract or Supply Agreement formed as a result of an award or purported award under this Framework Agreement.
- 4.7 Subject to Clauses 4.1 to 4.6 above, each Member (or the Consortium on behalf of a Member), may place an Order with the Supply Partner by completing an Order Form.
- 4.8 Following a receipt of an Order, the Supply Partner shall promptly and in any event within a reasonable period determined by the relevant Member and notified to the Supply Partner in writing at the same time as the submission of the Order, acknowledge receipt of the Order and either:
- 4.8.1 notify the Member in writing and with detailed reasons that it is unable to fulfil the Order; or

4.8.2 notify the relevant Member that it is able to fulfil the Order by signing and returning the Order Form.

4.9 The prices offered by the Supply Partner for the standard Products and/or Services shall be no higher than the prices listed in the Tender for the relevant Lot(s).

4.10 The prices offered by the Supply Partner within a Mini-Tender for Supply Agreements to Members for Competed Products and/or Services shall be based on the prices set out in the Tender and tendered in accordance with the requirements of the mini-competition held pursuant to this Clause 4.

4.11 If the Supply Partner modifies or imposes conditions on the fulfilment of an Order, then the Member may either:

4.11.1 reissue the Order incorporating the modifications or conditions; or

4.11.2 treat the Supply Partner's response as notification of its inability to fulfil the Order.

4.12 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Member. Accordingly, the Supply Partner shall sign and return the Order Form which shall constitute its offer to the Member. The Member shall signal its acceptance of the Supply Partner's offer and the formation of a Contract by counter-signing the Order Form.

4.13 The Consortium may exclude the Supply Partner from participating in any process described in this Clause 4 if it is an Excluded Supplier or has, since the award of this Framework Agreement, become an Excludable Supplier.

4.14 In accordance with Section 45(6) of the Procurement Act 2023, nothing in this Framework Agreement:

4.14.1 Permits the award of a Call-Off to an Excluded Supplier; or

4.14.2 Prevents the Consortium or a Member from requesting additional information from the Supply Partner before awarding a Call-Off.

5. **SUPPLY PARTNER'S OBLIGATIONS**

5.1 The Supply Partner warrants and represents to the Consortium that:

5.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement;

5.1.2 it has and agrees that it shall at all times act in good faith toward the Consortium in respect of the tender process and its dealings with all Members;

5.1.3 as at the date of this Framework Agreement, all information, statements and representations contained in the Tender and the Procurement Specific Questionnaire response, including any information contained on the Central Digital Platform (as applicable), are true, accurate and not misleading and it will promptly advise the Consortium of any changes to its circumstances of which it may become aware of during the Term that would render any such information, statement or representation to be false or misleading;

5.1.4 it has not colluded with any Member or other party to rig or set prices or to otherwise affect the fairness of, distort, or deviate from the tender process;

- 5.1.5 that when responding to Orders under the Framework Agreement it will not vary, try to discount, undercut or negotiate alternative deals with any such Members which do not properly follow the Framework Agreement;
- 5.1.6 the Supply Partner, its Staff, subcontractor(s) and personnel have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
- 5.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off which may be entered into with any Member;
- 5.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off; and
- 5.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supply Partner or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supply Partner's assets or revenue.
- 5.2 The Supply Partner must maintain the status of a Supply Partner Member of the Consortium for the entirety of the Term and thereafter for any period exceeding the Term in which the Supply Partner is providing Products and/or Services under a Supply Agreement entered into with any Member.
- 5.3 The Supply Partner agrees with the Consortium that it will enter into a contract with each Member, to which it wishes to supply the Products and/or Services under the Framework Agreement substantially in the form of the Supply Agreement. The Supply Partner hereby indemnifies the Consortium in full, and holds it so indemnified, against all costs, expenses and losses that the Consortium incurs in dealing with any claim brought against the Consortium which arises as a result of the Supply Partner failing to enter into such contract with the Member or breaching any such contract with any particular Member.
- 5.4 The Supply Partner agrees that it shall promptly pay to the Consortium the Remuneration Fee, using the mechanism set out in Schedule 3.
- 5.5 The Supply Partner shall submit Management Information to the Consortium throughout the Term as and when requested by the Consortium and thereafter in respect of any Supply Agreement entered into with any Member. The Consortium may share such Management Information with the Member.
- 5.6 The Supply Partner agrees to indemnify the Consortium in full against all costs, claims, expenses and losses that may arise as a result of any breach of this Clause 5.

6. CONSORTIUM'S OBLIGATIONS

- 6.1 The Consortium will publicise to its Members the Supply Partner's successful Tender.
- 6.2 The Consortium will keep arrangements between the Supply Partner and the Member under review and take reasonable commercial steps to facilitate such relationships where possible.

7. PREVENTION OF CORRUPTION

- 7.1 The Supply Partner shall not do and warrants and represents that in entering this Framework Agreement or any Supply Agreement, it has not committed a Prohibited Act.
- 7.2 If a director or directors of the Supply Partner or its company secretary or with his or their agreement, connivance, prior knowledge or assistance, the Supply Partner's employees, agent or sub-contractors or anyone acting on its behalf does any of the Prohibited Acts in relation to this Framework Agreement or Supply Agreement or any other contract with the Consortium, the Consortium shall be entitled.
- 7.2.1 to recover from the Supply Partner the amount or value of any such gift, consideration or commission received by the Supply Partner; and
- 7.2.2 to recover from the Supply Partner any other loss sustained in consequence of any breach of this Clause 7.2, whether or not this Framework Agreement has been terminated.
- 7.3 If a director or directors of the Supply Partner or its company secretary commits any Prohibited Act in relation to this Framework Agreement, any Supply Agreement or any other contract with the Consortium, the Consortium shall in addition to the remedies set out in Clause 7.2 be entitled to terminate this Framework Agreement and recover from the Supply Partner on an indemnity basis the amount of any loss resulting from the termination, without prejudice to any other remedies that it may have.
- 7.4 The Supply Partner shall adopt a policy that its employees shall not commit any Prohibited Act and shall notify such employees accordingly.
- 7.5 It is acknowledged that where a Prohibited Act is committed by an employee, agent or sub-contractor it would be considered to be gross-misconduct and the Supply Partner shall take all reasonable disciplinary steps, including where appropriate, terminating such employee's, agent's or sub-contractor's contract of employment, contract or sub-contract as the case may be.
- 7.6 The Supply Partner shall immediately inform the Consortium of any Prohibited Act of which it has any knowledge.

8. LIMITATION OF LIABILITY

- 8.1 The Consortium's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Framework Agreement shall be limited in so far as is lawful to the sum of one pound (£1.00).
- 8.2 Neither party shall be liable to the other party for:
- 8.2.1 any loss of profit, whether direct or indirect;
- 8.2.2 any indirect or consequential loss or damage;
- 8.2.3 any loss of business, depletion of good-will or otherwise;
- 8.2.4 any costs, expenses or other claims for consequential compensation;
- whatsoever and howsoever caused which arises out of or in connection with this Framework Agreement.
- 8.3 Subject to Clause 8.2 the Supply Partner's maximum aggregate liability arising out of or in connection with this Framework Agreement, whether in contract, tort,

misrepresentation, restitution, under statute or otherwise, howsoever caused including by negligence and also including any liability arising from a breach of or a failure to perform or defect or delay in performance of any of the Supply Partner's obligations under this agreement will be limited to £10,000,000.00 (ten million pounds).

9. TERMINATION

- 9.1 The Consortium shall be entitled at its sole discretion to terminate this Framework Agreement immediately upon written notice to the Supply Partner in the event that:
- 9.1.1 an order is made or a resolution is passed for the winding up of the Supply Partner or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the Supply Partner; or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supply Partner or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supply Partner or notice of intention to appoint an administrator is given by the Supply Partner or its directors or by a qualifying floating charges holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act (1986); or
 - 9.1.2 a receiver is appointed of any of the Supply Partner's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supply Partner or if any other person takes possession of or sells the other party's assets; or
 - 9.1.3 the Supply Partner makes any arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for the protection of its creditors in any way; or
 - 9.1.4 the Supply Partner is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986; or
 - 9.1.5 any distraint is levied against the other party or its property by any Supply Partner;
 - 9.1.6 the Supply Partner ceases, or threatens to cease, to carry on business;
 - 9.1.7 any action or occurrence analogous to the provisions of Clauses 9.1.1 to 9.1.6 occurs in respect of the Supply Partner in any jurisdiction;
 - 9.1.8 the Supply Partner is in breach of this Framework Agreement and/ or a Supply Agreement and any such breach is not remedied within 14 (fourteen) days of issue of a written notice to the Supply Partner specifying the breach and requiring remedy;
 - 9.1.9 where any Member terminates a Supply Agreement awarded to the Supply Partner under this Framework Agreement due to a material breach of the Supply Agreement;
 - 9.1.10 in the case where a Supply Partner has committed more than 3 material breaches of any Supply Agreement with any Member within a 12 month period;
 - 9.1.11 if any of the provisions of Section 78 of the Procurement Act 2023 apply.

- 9.2 The Consortium has the right at any time to terminate this Framework Agreement, without cause, on three (3) months' notice in writing to the Supply Partner.
- 9.3 The provisions of Clauses 8 and 10 shall survive termination of this Framework Agreement.

10. **SUSPENSION**

- 10.1 If the Consortium is entitled to terminate the Framework Agreement pursuant to Clause 9 ("Termination"), the Consortium may instead elect in its sole discretion to suspend the Supply Partner's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supply Partner, and the Supply Partner agrees that it shall not be entitled to enter into any new Supply Agreements during the period specified in the Consortiums notice.
- 10.2 Any suspension under Clause 10.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Consortium.
- 10.3 The Parties acknowledge that suspension shall not affect the Supply Partner's obligation to perform any existing Supply Agreements for the duration of the suspension notice.
- 10.4 If the Consortium provides notice to the Supply Partner in accordance with this Clause 10, the Supply Partner's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such further period notified to the Supply Partner by the Consortium in writing from time to time.
- 10.5 For the avoidance of doubt, no period of suspension under this Clause 10 shall result in an extension of the Term.

11. **CONFIDENTIALITY AND TRANSPARENCY**

- 11.1 The Parties acknowledge that Transparency Information is not Confidential Information.
- 11.2 Subject to the remaining provisions of this Clause 11 the Parties mutually undertake and agree with the other at all times hereafter (including, for the avoidance of doubt, for 5 years following the termination of this Framework Agreement), to keep all information which is of a confidential or secret nature including without limitation, information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, personnel and technical, operational and administrative systems (the "Confidential Information") of the other and the other's customers which they may learn in connection with the performance of this Framework Agreement in strict confidence and secrecy and not to use or disclose the Confidential Information of the other or other's customers to any other person firm or company outside the Parties respective group of companies and their respective professional advisers except only as may be necessary and bona fide in connection with its obligations under this Framework Agreement.
- 11.3 Both Parties shall procure that any Member of its respective group or any adviser, agent, representative contractor, or sub-contractor to it to whom any part of the Confidential Information is disclosed complies with the provisions of this Clause 10 as if it were a party to this Framework Agreement.
- 11.4 Clauses 11.1 and 11.3 shall not apply to any Confidential Information to the extent that:
- 11.4.1 it is or becomes generally available to the public other than by breach of this Framework Agreement;
- 11.4.2 either Party is obliged to disclose it by a court of law or regulatory authority;

- 11.4.3 the disclosure is otherwise required to comply with enforceable legislation;
 - 11.4.4 it is reasonably required by a Member; or
 - 11.4.5 it is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information.
- 11.5 Notwithstanding any other provision of this agreement, the Supply Partner hereby gives its consent for the Consortium to publish to the general public the Transparency Information in its entirety (but with any information redacted which is exempt from disclosure in accordance with the provisions below). The Consortium shall, prior to publication, use reasonable endeavours to consult with the Supply Partner on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 11.6 At no additional cost, the Supply Partner shall assist and co-operate with the Consortium to enable the Consortium to publish the Transparency Information.
- 11.7 Subject to, and in accordance with, its obligations under the Procurement Act 2023, if the Consortium believes that publication of any element of the Transparency Information would be contrary to the public interest, the Consortium shall be entitled to exclude such information from publication. The Consortium acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Consortium acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supply Partner.
- 11.8 The Consortium shall publish the Transparency Information in accordance with its obligations under the Procurement Act 2023, and in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Framework Agreement is being performed.
- 11.9 The Supply Partner acknowledges that the Consortium is subject to the requirements of the Procurement Act 2023, FOIA and the EIRs. The Supply Partner shall, at no additional cost:
- 11.9.1 provide all necessary assistance and cooperation as reasonably requested by the Consortium to enable the Consortium to comply with its obligations under the Procurement Act 2023, FOIA and EIRs;
 - 11.9.2 transfer to the Consortium all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 11.9.3 provide the Consortium with a copy of all Information belonging to the Consortium requested in the Request for Information which is in its possession or control in the form that the Consortium requires within 5 Working Days (or such other period as the Consortium may reasonably specify) of the Consortium's request for such Information; and
 - 11.9.4 not respond directly to a Request for Information unless authorised in writing to do so by the Consortium.
- 11.10 The Supply Partner acknowledges that the Consortium may be required under the Procurement Act 2023, FOIA and EIRs to disclose Information (including Confidential

Information) without consulting or obtaining consent from the Supply Partner. The Consortium shall take reasonable steps to notify the Supply Partner of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Consortium shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the Procurement Act 2023, FOIA and the EIRs.

12. GENERAL

- 12.1 The Supply Partner shall not be entitled to assign, novate, sub-contract or otherwise transfer this Framework Agreement or any part of it without the prior written consent of the Consortium.
- 12.2 Each right or remedy of the Consortium under this Framework Agreement is without prejudice to any other right or remedy of the Consortium whether under this Framework Agreement or not.
- 12.3 If any wording in any provision of this Framework Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining wording of such provision and the remaining provision of this Framework Agreement shall continue in full force and effect.
- 12.4 Failure or delay by the Consortium in enforcing or partially enforcing any provision of this Framework Agreement will not be construed as a waiver of any of its rights under this Framework Agreement.
- 12.5 Any waiver by the Consortium of any breach of, or any default under, any provision of this Framework Agreement by the Supply Partner will not be deemed a waiver of any subsequent breach of default and will in no way affect the other terms of this Framework Agreement.
- 12.6 The formation, existence, construction, performance, validity and all aspects of this Framework Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 12.7 Any variation to this Framework Agreement must be made only in accordance with Schedule [7].

13. DATA PROTECTION

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Consortium is the Controller and the Supply Partner is the Processor. Schedule 8 sets out the scope, nature and purpose of processing by the Supply Partner, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 13.3 Without prejudice to the generality of Clause 13.1, the Consortium will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supply Partner for the duration and purposes of this Framework Agreement.

- 13.4 Without prejudice to the generality of Clause 13.1, the Supply Partner shall, in relation to any Personal Data processed in connection with the performance by the Supply Partner of its obligations under this Framework Agreement:
- (a) process that Personal Data only on the written instructions of the Consortium (as set out in Schedule 8), unless the Supply Partner is required by law to otherwise process the Personal Data. Where the Supply Partner is relying on law as the basis for processing Personal Data, the Supply Partner shall promptly notify the Consortium of this before performing the processing required by law unless the law prohibits the Supply Partner from so notifying the Consortium;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
 - (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Consortium has been obtained and the following conditions are fulfilled:
 - (i) the Consortium or the Supply Partner has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supply Partner complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supply Partner complies with the reasonable instructions notified to it in advance by the Consortium with respect to the processing of the Personal Data.
 - (d) notify the Consortium immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Supervisory Authority).
 - (e) assist the Consortium in responding to any request from a Data Subject and in ensuring compliance with the Consortium's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify the Consortium without undue delay on becoming aware of a Personal Data breach (including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Framework Agreement), such notification to include a description of the nature of the breach, a description of the likely consequences and the measures that the Supply Partner has taken or proposes to take to address the breach and, where appropriate, to mitigate its possible adverse effects);
 - (g) at the written direction of the Consortium, delete or return Personal Data and copies thereof to the Consortium on termination or expiry of this Framework Agreement unless required by law to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Consortium or the Consortium's designated auditor and immediately inform the Consortium if, in the opinion of the Supply Partner, an instruction infringes the Data Protection Legislation.
- 13.5 Where the Supply Partner intends to engage a Sub-Contractor pursuant to and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
- (a) notify the Consortium in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent from the Consortium to the processing;
 - (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 13.
- 13.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Framework Agreement).
- 13.7 The provisions of this clause shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.
- 13.8 The parties agree to co-ordinate in good faith in the preparation of any public statements relating to a Personal Data Breach and any required notices to the affected Data Subjects and/or the Supervisory Authority in connection with a Personal Data Breach.
- 13.9 Subject to Clause 9, on termination of this Agreement for any reason or upon written request from the Consortium at any time, the Supply Partner shall cease Processing any Personal Data and return to the Consortium or delete any Personal Data in the Supply Partner's possession or control, except as required by law or as the Supply Partner may require in order to defend any actual or possible legal claims.
- 13.10 The Supply Partner shall:
- (a) Not engage Sub-processors in connection with the provision of the products and/or Services without the Consortium's prior specific written authorisation; and
 - (b) Inform the Consortium of any intended changes concerning the addition or replacement of Sub-processors and give the Consortium the opportunity to object to any such changes.

13.11 If the Supply Partner engages a Sub-processor to Process any of the Consortium's Personal Data:

13.11.1 It must not do so without the prior specific authorisation of the Consortium;

13.11.2 It shall ensure that it enters into a written contract with that Sub-processor which imposes on the Sub-processor obligations that are equivalent to the obligations to which the Supply Partner is subject under this Agreement; and

13.11.3 It acknowledges it will remain fully liable to the Consortium for the performance of that Sub-processor's obligations.

13.12 The Supply Partner shall be responsible and liable for the acts, omissions or defaults of its Sub-processors in the performance of the Supply Partner's obligations under this Agreement or otherwise as if they were the Supply Partner's own acts, omissions or defaults.

14 **AUDITS AND REQUESTS FOR INFORMATION AND ASSISTANCE**

14.1 The Consortium may audit the Supply Partner's compliance with its obligations under this Agreement, subject to the following:

- (a) The Consortium may perform such audits once per year or more frequently if required by the Data Protection Laws, provided that the audit is conducted during usual business hours;
- (b) The Consortium may use a third party to perform such an audit on its behalf, provided that the Consortium provides the Supply Partner with reasonable notice of the identity of the third party prior to the audit;
- (c) Nothing in this Clause 20.1 shall require the Supply Partner to breach any duties of confidentiality owed to any of its employees or other clients; and
- (d) The audit will be conducted at Consortium's expense.

14.2 Where requested by the Consortium, the Supply Partner shall provide the Consortium with such assistance and information as may be reasonably required in order for the Consortium to comply with any obligation to (i) carry out a data protection impact assessment or (ii) consult with the Supervisory Authority.

15 **DATA PROTECTION LIABILITY**

15.1 Liability

The Supply Partner shall:

- (a) Be liable for any breach of this Agreement or the Data Protection Laws and any liability to a Data Subject that may arise as a result; and
- (b) Indemnify the Consortium and keep the Consortium indemnified in full against all Personal Data Losses suffered or incurred by the Consortium in connection with or as a result of a breach by the Supply Partner of its obligations under this Agreement.

15.2 Exclusion of third-party rights

Subject to any third-party rights that may be granted to Data Subjects under the Standard Contractual Clauses put in place by the Supply Partner in accordance with Clause 21.2, all other third-party rights are excluded.

16 DISPUTE RESOLUTION

16.1 In the event of a dispute between the Parties out of or in connection with this Framework Agreement or the performance, validity or enforceability of it ("Dispute") then, except as expressly provided in this Framework Agreement, the Parties shall follow the dispute resolution procedure set out in this Clause 23:

16.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documentation. On service of the Dispute Notice, a senior officer of each Party shall attempt in good faith to resolve the Dispute;

16.1.2 if the senior officers are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("ADR Notice") to the other Party requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR Notice. Unless otherwise agreed by the Parties the place of mediation shall be nominated by the mediator.

16.2 No Party may commence any court proceedings in relation to any dispute arising out of this Framework Agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

17 THIRD PARTY RIGHTS

17.1 A person who is not a Party to this Framework Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Framework Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from the Act.

18 SUBCONTRACTING AND ASSIGNMENT

18.1 Subject to clauses 18.2 and 18.3 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, and neither may the Supply Partner subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Consortium.

18.2 The Supply Partner shall not at any time during the Term enter into a sub-contract with (a) any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Public Procurement Rules, or (b) any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Public Procurement Rules, unless the Supply Partner has obtained the Consortium's prior written consent.

18.3 The Consortium shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Consortium.

19 EXCLUSIONS

- 19.1 During the Term the Supply Partner shall notify the Consortium as soon as reasonably practicable if:
- 19.1.1 The Supply Partner considers that an exclusion ground within the Procurement Rules applies to the Supply Partner, including where the Supply Partner is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or
 - 19.1.2 There are any changes to the Supply Partner's associated persons within the meaning of the Procurement Act 2023.
- 19.2 If the Supply Partner notifies the Consortium in accordance with Clause 19.1.1 then the Supply Partner must promptly provide any information the Consortium reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.
- 19.3 If the Supply Partner notifies the Consortium in accordance with Clause 19.1.1 above then the Supply Partner must promptly provide any information requested by the Consortium in relation to the change to the Supply Partner's associated persons, including any information set out in the Procurement Rules.
- 19.4 The Consortium may terminate this Framework Agreement in accordance with Clause **Error! Reference source not found.** if:
- 19.4.1 The Supply Partner has failed to provide notification under Clause 19.1.1 as soon as reasonably practicable after the Supply Partner becoming aware that an exclusion ground within the Procurement Rules does or may apply to the Supply Partner;
 - 19.4.2 The Supply Partner has failed to provide notification under Clause 19.1.1 as soon as reasonably practicable after the Supply Partner becoming aware of any changes to the Supply Partner's "associated persons" within the meaning of the Procurement Act 2023; and/or
 - 19.4.3 Any notification or information provided by the Supply Partner under this Clause 19 is incomplete, inaccurate or misleading.
- 19.5 Clause 19.4 is without prejudice to the Consortium's rights to terminate the Framework Agreement in accordance with Clause 9.

20 ENTIRE AGREEMENT

- 20.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

21 NOTICES

- 21.1 A notice given to a party under or in connection with this Framework Agreement shall be in writing and sent to the party at the address or email address given in this agreement or as otherwise notified in writing to the other party.

- 21.2 This clause 20.2 sets out the delivery methods for sending a notice to a party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address;
 - (b) if sent by pre-paid first class post or other next Working Day delivery service [providing proof of postage OR delivery, at 9.00am on the second Working Day after posting; or
 - (c) if sent by email, at the time of transmission.
- 21.3 If deemed receipt under clause 20.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 21.5 For the purposes of clause 20.1, the address of each Party shall be:
- For the Consortium:
- [NAME OF CONSORTIUM'S REPRESENTATIVE]
- Address: [ADDRESS]
- For the attention of: [POSITION OF CONTACT]
- Email address: [EMAIL ADDRESS]
- For the Supply Partner:
- [NAME OF SUPPLY PARTNER'S REPRESENTATIVE]
- Address: [ADDRESS]
- For the attention of: [POSITION OF CONTACT]
- Email address: [EMAIL ADDRESS]
- 21.6 Either Party may change its address for service by serving a notice in accordance with this clause.

22 GOVERNING LAW AND JURISDICTION

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



This Framework Agreement has been entered into on the date stated at the beginning of it.

Authorised Signatories on behalf of the Parties

For and on behalf of:-

(1) NORTHERN HOUSING CONSORTIUM

Signed

Print Name.....

Title.....

Date.....

For and on behalf of:-

(2) [INSERT SUPPLY PARTNER NAME]

Signed

Print Name.....

Title.....

Date.....

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SCHEDULE 1 – FRAMEWORK SPECIFICATION

[Copy of specification from ITT]

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SCHEDULE 2 - SUPPLY AGREEMENTS

[Insert Copy of all Supply Agreements]

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SCHEDULE 3 - REMUNERATION

1. The Supply Partner shall pay to the Consortium the Remuneration Fees which are the sum of the gross income from the provision of the Products and/or Services to Members. On the first Business Day of each Month during the Term, the Supply Partner shall:
 - a. Submit to the Consortium a detailed account of all revenue from the supply of the Products and/or Services during the preceding Month to Members; and
 - b. Pay the Remuneration Fee to the Consortium by BACS within [30] Business Days following the end of the Month.
2. The Supply Partner agrees that it shall at any time, on reasonable notice, make available to the Consortium all copies of its accounts and revenue records relating to all Members for inspection and verification of the Remuneration Fees paid, on an open book basis and in good faith. The Consortium agrees to hold all such information in strict confidence and only use it for verifying that the correct Remuneration Fees have been paid.
3. Where the Consortium has reasonable grounds to believe that the correct Remuneration Fees have not been paid, it shall submit its evidence to the Supply Partner, and the Supply Partner agrees to promptly pay to the Consortium all such back Remuneration Fees properly owing with interest at the statutory rate for the late payment of commercial debts.
4. Where the Supplier fails to submit an account of all revenue for 2 consecutive periods, the Consortium will invoice for 90% of the contractual monthly Letter of Engagement value. In respect of each of the periods for which no account has been submitted For example, the [LoA] states activity with the Member for £120,000 over a 12 month contract. The monthly [LoA contracted value] is therefore £10,000 per month. With commissions chargeable at [3]%, the Consortium will invoice at least $2 \times [3]\% \times £10,000 \times 90\% = £540$. On submission of actual revenue, a reconciliation will be performed with the residual balance being charged or credited to the Supplier.
5. The amount of the Remuneration Fee shall be agreed with each Member in respect of each Supply Agreement (subject to the maximum of 3%) when it is entered into.

SCHEDULE 4 - TENDER DOCUMENTATION

INSERT COPY OF BIDDERS TENDER RESPONSE DOCUMENT

Schedule 4 contains the tender documentation submitted by the Supply Partner during the Tender and is listed below for reference:

- Procurement Specific Questionnaire Response Document
- Quality Questions Response Document
- Pricing Response Document
- Geographic Preferences Document
- Form of Tender
- Certificate of Non-Collusion
- Certificate of Non-Canvassing
- Membership Form

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SCHEDULE 5 - ORDER FORM (SAMPLE)

Framework Agreement: **[INSERT FRAMEWORK DETAILS HERE]**

On behalf of: **[INSERT MEMBER NAME]**

Member: **[INSERT MEMBER NAME]**

Supply Partner Address:	
Invoice Address:	
Authorised Representative:	Ref: Phone: Email:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO:

Supply Partner	[Supply Partner's Name]
For the attention of:	
Email:	
Telephone Number:	
Address:	

REQUIREMENTS	
1.1	[Products and/or Services] required:
1.2	Commencement date:
1.3	Price payable by Member:
1.4	Complete date (including any extension period or periods).

The Supply Partner must sign and return the attached Supply Agreement to the Consortium no later than **[INSERT NAME AND DATE]**

SCHEDULE 6 - COMPETED PRODUCTS AND/OR SERVICES AWARD CRITERIA

The criteria against which compliant Mini-Tender (Further Competition) responses will be assessed will include all or some of the criteria set out in the following table or will relate to such criteria. The weightings for such criteria shall be consistent with the weighting ranges set out in the following table (“**the Competed Products and/or Services] Award Criteria**”) and shall be applied to determine the most economically advantageous Mini-Tender (Further Competition) submission:

Award Criteria	Weightings Ranges
ALL LOTS/Sub-Lots	
Price: (20 – 80%)	As set out in the invitation to participate in the Mini-Tender based on the Pricing Schedules with the Tender.
Quality (80 – 20%)	Quality will follow the headline criteria set out in the ITT however will be specific to the Members bespoke requirements.

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SCHEDULE 7 – VARIATIONS

1. Introduction

This Variation Procedure sets out the process by which the Parties may agree to modify this Contract in accordance with the Procurement Act 2023.

2. Grounds for Modification

No variation to this Contract shall be valid unless it falls within one of the following categories:

- A **permitted modification** under Schedule 8 of the Act;
- A **non-substantial modification** under Section 74(1)(b);
- A **below-threshold modification** under Section 74(1)(c);
- A modification to a **light touch contract** as permitted under Section 74(5).

3. Initiation of Variation

Either Party may propose a variation by submitting a written **Variation Request** to the other Party, setting out:

- The nature and rationale for the proposed change;
- The applicable ground under the Act;
- Any impact on cost, scope, or duration.

4. Evaluation and Agreement

The receiving Party shall review the Variation Request and respond within **[10] working days**. If both Parties agree:

- The variation shall be documented in a **Contract Variation Agreement**;
- The variation shall only take effect if every supply partner which has entered into a similar framework agreement has executed a contract variation agreement.
- The Parties shall ensure the modification does not breach the Act's thresholds or materially alter the contract's scope or economic balance.

5. Transparency Requirements

Where required under Section 75:

- The Consortium shall publish a **Contract Change Notice** on the central digital platform;
- If the modified contract exceeds £5 million in value, a copy of the modification or the modified contract must be published under Section 77.

6. Standstill Period (Optional)

If a voluntary standstill period is applied under Section 76:

- The modification shall not take effect until **8 working days** after the publication of the Contract Change Notice.

7. Record Keeping

The Consortium shall maintain a record of all modifications, including:

- The justification under the Act;
- The value and scope of the change;
- Evidence of compliance with transparency obligations.

8. Invalid Modifications

Any modification not made in accordance with this procedure or the Act shall be deemed invalid and may result in the contract being treated as ineffective under Section 78(2)(a).

SCHEDULE 8 – DATA PROCESSING

1. The Supply Partner shall comply with any further written instructions with respect to processing by the Consortium.
2. such further instructions shall be incorporated into this Schedule.
3. Processing by the Supply Partner
 - 3.1 Scope
 - 3.2 Nature
 - 3.3 Purpose of processing
 - 3.4 Duration of processing
 - 3.5 Types of Personal Data
 - 3.6 Categories of Data Subject

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