

DATED

FRAMEWORK

for the provision of Electrical Safety Works

between

THE NORTH YORKSHIRE COUNCIL

and

[CONTRACTOR]

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This agreement is dated [DATE]

Parties

- (1) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD (**Authority** or **Employer**)
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**)

BACKGROUND

- (A) The Authority placed a contract notice [REFERENCE] on [DATE] on the UK e-notification service seeking expressions of interest from potential providers for the provision of Works (divided into Lots) under a closed framework.
- (B) Following receipt of expressions of interest, the Authority invited potential providers (including the Contractor) on [DATE] to tender for the provision of inspection, testing, responsive maintenance, repairs and remedial works on fixed electrical equipment and high voltage testing.
- (C) On the basis of the Contractor's Tender, the Authority selected the Contractor to enter a framework to provide works to those Customers who place orders by entering into Contracts under the relevant Lots in accordance with this Framework.
- (D) This Framework sets out the procedure for ordering Works, the core terms and conditions for the provision of the Works and the obligations of the Contractor under this Framework.
- (E) It is the Parties' intention that the Customer shall have no obligation to place orders and enter into Contracts with the Contractor under this Framework or at all. The Authority does not guarantee that the Contractor will be awarded Contracts for any particular value or type of work or services.

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework.

Approval: means the prior written approval of the Authority.

AQ Response: means the response to the standard award questionnaire submitted by the Contractor to the Authority on [DATE].

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Contractor, the first such persons being set out in clause 29.

Award Criteria: means the Award Criteria and/or the Mini-Competition Award Criteria as the context requires and as set out in Schedule 2.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 01 December 2025.

Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023.

Complaint: means any formal complaint raised by any Customer in relation to the Contractor's performance under the Framework or under any Contract in accordance with clause 18.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework) for the provision of Works made between a Customer and the Contractor comprising the Call-off Terms and Conditions (as may be amended pursuant to clause 4.3) and its appendices.

Contractor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-processor engaged in the performance of its obligations under this Framework.

Controller: as defined in the Data Protection Legislation.

Customer: means the Authority.

Debarment List: means the list of suppliers referred to in section 62 of the Procurement Act 2023.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: 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.

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

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) (EIRs) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

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 codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Variation Procedure: means the procedure set out in [Schedule 7](#).

Framework Providers: means the Contractor and other contractors appointed as framework providers under this Framework.

Framework Year: means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Procurement Legislation.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Works or with which the Contractor is bound to comply.

Lots: means the Works divided into lots as referred to in the Contract Notice and set out in [Part 2](#) of Schedule 1.

Mini-Competition Award Criteria: means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts as set out in [Schedule 2](#).

Month: means a calendar month.

Contract Notice: means the contract notice [[REFERENCE AND DATE](#)] published in the UK e-notification service.

Parent Company: means any company which is the ultimate Holding Company of the Contractor and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the same or similar business to the Contractor.

Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: means the Authority and/or the Contractor.

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

Processor: as defined in the Data Protection Legislation.

Pricing Matrices: means the pricing matrices set out in [Schedule 3](#).

Procurement Legislation: means the Procurement Act 2023, the Procurement Regulations 2024 (*SI 2024/692*) and associated public procurement legislation.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework or any other contract with the Authority;
 - (iii) at common law concerning fraudulent acts relating to this Framework or any other contract with the Authority; or
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Contractor under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework or any other affairs of the Authority.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Staff: means all persons employed by the Contractor together with the Contractor's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Framework or Contracts.

Subcontract: any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Works from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Contractor.

Supplemental Tender: means the documents submitted to a Customer in response to the Customer's invitation to Framework Providers for formal offers.

Contractor's Lots: means the lots to which the Contractor has been appointed under this Framework as set out in **Schedule 1**

Contractor Personnel: means all employees, staff, other workers, agents and consultants of the Contractor and of any Sub-Contractors who are engaged in the provision of the Works from time to time.

Sustainability report: the report to be submitted to the Authority by the Contractor in accordance with clause 31.4.

Tender: means the tender submitted by the Contractor to the Authority on [DATE].

Term: means the period commencing on the Commencement Date and ending on 30 November 2029 or on earlier termination of this Framework.

Termination Date: means the date of expiry or termination of this Framework.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Works: means the inspection, testing, responsive maintenance, repairs and remedial works on fixed electrical equipment and high voltage testing works detailed in Schedule 1.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;

- (g) headings are included in this Framework for ease of reference only and shall not affect the interpretation or construction of this Framework;
- (h) the Schedules form part of this Framework and shall have effect as if set out in full in the body of this Framework and any reference to this Framework shall include the Schedules;
- (i) references in this Framework to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework so numbered;
- (j) references in this Framework to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework so numbered; and
- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax but not email;
- (m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Part one: framework arrangements and award procedure

2. Term of Framework

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

3. Scope of Framework and Consideration

- 3.1 This Framework governs the relationship between the Authority and the Contractor in respect of the provision of the Works by the Contractor to Customers.
- 3.2 The Authority appoints the Contractor as a Framework Provider of the Works and the Contractor shall be eligible to receive orders for such Works from Customers during the Term.
- 3.3 The Customer may at their absolute discretion and from time to time order Works from the Contractor in accordance with the ordering procedure set out in clause 4 during the Term. If there is a conflict between clause 4 and the Procurement Legislation, the Procurement Legislation shall take precedence.
- 3.4 If and to the extent that any Works under this Framework are required each and every Customer shall:

- (a) enter into a contract with the Contractor for these Works materially in accordance with the terms of the Contract; and
- (b) comply with the ordering procedure in clause 4.

3.5 The Contractor acknowledges that, in entering this Framework, no form of exclusivity or volume guarantee has been granted by the Customer for the Works and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all works and/or services which are the same as or similar to the Works.

Consideration

3.6 In consideration of the sum of £1.00 (receipt of which the Contractor expressly acknowledges), the parties agree to enter into this Framework. The parties acknowledge and agree that this amount constitutes sufficient consideration for the purposes of this Framework.

4. Award procedures

Awards under the Framework

- 4.1 If a Customer decides to source Works through the Framework then it may satisfy its requirements by either:
- (a) awarding a Contract in accordance with the terms laid down in this Framework without re-opening competition; or
 - (b) awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

Awards without re-opening competition

- 4.2 Where the Customer is able to determine by reference to the Contractor's tender submissions for this Framework, the particular requirements of the contract in question and the Contractor's performance under previous contracts with the Customer, that the highest ranked Framework Provider for the relevant Lot is capable of providing the most advantageous offer, the Customer may:
- (a) send a written notification to the highest ranked Framework Provider, inviting it to enter into a Contract for the Works;
 - (b) if the Framework Provider who was ranked highest confirms in writing that they are not able or willing to provide the Works or fails to respond within three (3) Working Days of being approached, send a written invitation to the Framework Provider ranked next highest;

- (c) repeat the process set out in clause 4.2(b) until the Works requirements are fulfilled or there are no further Framework Providers qualified to fulfil them.

Awards following mini-competitions

- 4.3 Where the Customer is not able to determine which Framework Provider will provide it with the most advantageous offer for the proposed Contract by reference to the Framework Providers' tender submissions (for example where there is an element for which the pricing was not determined when the Framework was established), the Customer shall
 - (a) identify the relevant Lot(s) that its requirements fall into;
 - (b) identify the Framework Providers capable of performing the Contract for the requirements;
 - (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Procurement Legislation and Guidance;
 - (d) invite tenders by conducting a mini-competition for its requirements in accordance with the Procurement Legislation and Guidance and in particular:
 - (i) consult in writing the Framework Providers capable of performing the Contract for the requirements and invite them within a specified time limit to submit a Supplemental Tender;
 - (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
 - (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
 - (e) apply the Mini-Competition Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
 - (f) subject to clause 4.5 enter into a Contract with the successful Framework Provider.
- 4.4 The Contractor agrees that all Supplemental Tenders submitted by the Contractor in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with this clause 4).
- 4.5 Notwithstanding the fact that the Customer has followed the procedure set out above, the Customer may cancel, postpone, delay or end the procedure without awarding a Contract.

Nothing in this Framework shall oblige any Customer to place any order for Works or enter into any Contract.

Issue of Call-off Terms and Conditions

- 4.6 Following selection of a Contractor by either procedure set out above, the Customer shall be entitled (but not obliged) to issue the form of Call-off Terms and Conditions to the successful Contractor.
- 4.7 The Contractor shall execute and return the Contract to the Customer within ten (10) Working Days of receipt of the same or such longer period as the Customer may specify.
- 4.8 Should the Contractor fail to comply with its obligation in clause 4.7 the Contractor shall be deemed to have declined the offer to enter into the Contract and the Customer may (in its absolute discretion):
 - (a) where a mini-competition was conducted, award the Contract to the next highest scoring Contractor in the mini-competition;
 - (b) recommence the award procedure under this clause 4, or;
 - (c) abandon the award of the Contract altogether.

5. Contract performance and precedence of documents

- 5.1 The Contractor shall perform all Contracts entered into with a Customer in accordance with:
 - (a) the requirements of this Framework; and
 - (b) the terms and conditions of the respective Contracts.
- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
 - (a) the clauses of the Contract, including the Schedule of Amendments;
 - (b) all schedules, annexes, volumes, appendices and any other documents attached to the Contract;
 - (c) the terms of the Framework and the Schedules to the Framework; and
 - (d) any other document referred to in the clauses of the Contract.

6. Prices for Works

- 6.1 The prices offered by the Contractor for Contracts to Customers shall be the prices listed in the Pricing Matrix for the relevant Lot.
- 6.2 The prices offered by the Contractor for Contracts to Customers for any Works not listed in the Pricing Matrix shall be tendered in accordance with the requirements of the mini-competition held pursuant to clause 4.

Contractor's general framework obligations

7. Warranties and representations

- 7.1 The Contractor warrants and represents to the Authority that:
- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework;
 - (b) this Framework is executed by a duly authorised representative of the Contractor;
 - (c) in entering into this Framework or any Contract, the Contractor, the Staff, Subcontractor(s) and Contractor Personnel have not committed any Prohibited Act;
 - (d) the Contractor, the Staff, Subcontractor(s) and Contractor Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
 - (e) the Contractor, the Staff, Subcontractor(s) and Contractor 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;
 - (f) as at the Commencement Date, all information, statements and representations contained in the Tender and the AQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
 - (g) 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 and any Contract which may be entered into with the Authority;

- (h) 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 and any Contract; and
- (i) 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 Contractor 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 Contractor's assets or revenue.

7.2 The Contractor shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

7.3 The Contractor shall promptly notify the Authority in writing if, during the Term:

- (a) The Contractor, the Contractor's Connected Persons or any Subcontractor is placed on the Debarment List and/or
- (b) A mandatory exclusion ground or discretionary exclusion ground under the Procurement Act 2023 applies to the Contractor, the Contractor's Connected Persons or any Subcontractor.
- (c) there is a change to the Contractor's Connected Persons and the new Connected Person is listed on the Debarment List.

8. Service pre-requisites

The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework and any Contract.

Contractor's information obligations

9. Reporting and meetings

9.1 The Contractor shall, upon reasonable request by the Authority, provide such management information and attend meetings as may be reasonably required to support oversight of this Framework. The scope, frequency, and format of such information and meetings shall be proportionate and appropriate to the nature of the Framework.

10. Records and audit access

- 10.1 The Contractor shall keep and maintain until twelve years after the date of termination or expiry (whichever is the earlier) of this Framework (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework including the Works provided under it, the Contracts entered into with Customer and the amounts paid.
- 10.2 The Contractor shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Contractor shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.
- 10.4 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Works pursuant to the Contracts, save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.5 Subject to the Authority's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Contractor and to equipment used in the provision of the Works; and
 - (c) access to the Staff.
- 10.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Framework by the Contractor in which case the Contractor shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.
- 11.2 clause 11.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
- (d) by the Authority of any document to which it is a party and which the Parties to this Framework have agreed contains no Confidential Information;
- (e) to enable a determination to be made under clause 19;
- (f) which 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;
- (g) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (h) by the Authority relating to this Framework and in respect of which the Contractor has given its prior written consent to disclosure.

11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework.

11.4 The Authority is required to publish this Framework in accordance with Section 53 of the Procurement Act 2023. Within 10 Working Days of entering into this Framework the Contractor shall provide a copy of this Framework to the Authority with any sensitive commercial information it believes should be redacted in accordance with Section 94 of the Procurement Act 2023 highlighted. The Authority shall have the final decision in its absolute discretion whether any of the content of this Framework is exempt from disclosure in accordance with Section 94 of the Procurement Act 2023. In the event the Contractor fails to provide a highlighted copy of the Framework in accordance with this clause 11.4 the Contractor thereby accepts that this Framework contains no sensitive commercial information for the purpose of Section 94 of the Procurement Act 2023 or Confidential Information. The Authority accepts no liability arising from publication of this Agreement pursuant to Section 53 of the Procurement Act 2023.

12. Data protection

- 12.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Each Party shall bear its own costs in relation to compliance with this clause 12 and the Data Protection Legislation.
- 12.2 The Contractor shall and shall ensure that the Contractor Personnel shall, in performing its obligations under this Agreement, comply in all respects with the Data Protection Legislation.
- 12.3 The Contractor shall and shall ensure that the Contractor Personnel shall not do or permit anything to be done which might jeopardise or contravene the Authority's compliance with the Data Protection Legislation.

13. Freedom of information

- 13.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this Framework that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 13.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor 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) the Authority 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 FOIA and the EIRs.

14. Publicity

- 14.1 Unless otherwise directed by the Authority, the Contractor shall not make any press announcements or publicise this Framework in any way without the Authority's prior written consent.
- 14.2 The Authority shall be entitled to publicise this Framework in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework by the Auditor.
- 14.3 The Contractor shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

Framework termination and suspension

15. Termination

Termination on breach

- 15.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework by serving written notice on the Contractor with effect from the date specified in such notice:
 - (a) where the Contractor commits a material breach and the Contractor has not remedied the material breach to the satisfaction of the Authority within 15 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
 - (b) where any Customer terminates a Contract awarded to the Contractor under this Framework as a consequence of a Default by the Contractor;
 - (c) where any warranty given in clause 7 of this agreement is found to be untrue or misleading;
 - (d) if the Authority considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of intention to terminate under this clause must:
 - (i) set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;

- (ii) invite the Contractor to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;
- (iii) specify the means by which, and the time by which, such representations must be made; and
- (iv) insofar as it states the Authority's intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Contractor may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

On expiry of the time for the Contractor to make representations under clause 15.1(d)(iii) if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Contractor.

Termination on insolvency and Change of Control

15.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Contractor if:

- (a) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (b) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Contractor (being a company, partnership or limited liability partnership), or the Contractor applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

- (e) the holder of a qualifying floating charge over the assets of the Contractor (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor;
- (g) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(a) to clause 15.2(g) (inclusive); or
- (i) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 The Contractor shall notify the Authority immediately if the Contractor undergoes a Change of Control. The Authority may terminate the Framework by giving notice in writing to the Contractor with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

15.4 The Authority shall have the right to terminate this Framework, or to terminate the provision of any part of the Framework at any time by giving three Months' written notice to the Contractor.

16. Suspension of Contractor's appointment

Without prejudice to the Authority's rights to terminate the Framework in clause 15, if a right to terminate this Framework arises in accordance with clause 15, the Authority may suspend the Contractor's right to receive awards from Customers in any or all of the Contractor's Lots by giving notice in writing to the Contractor. If the Authority provides notice to the Contractor in accordance with this clause 16, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the Authority in writing from time to time.

17. Consequences of termination and expiry

- 17.1 Notwithstanding the service of a notice to terminate the Framework, the Contractor shall continue to fulfil its obligations under the Framework until the date of expiry or termination of the Framework or such other date as required under this clause 17.
- 17.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework shall not operate as a notice to terminate any Contract made under the Framework. Termination or expiry of the Framework shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 17.3 Within 30 Working Days of the date of termination or expiry of the Framework, the Contractor shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Contractor's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework, or such period as is necessary for such compliance, in either case as determined by the Authority.
- 17.4 Termination or expiry of this Framework shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework before termination or expiry.
- 17.5 The provisions of clause 7, clause 10, clause 11, clause 12, clause 14, clause 17, clause 20, and clause 30 shall remain in full force and effect and survive the termination or expiry of the Framework, together with any other provision which is either expressed to or by implication is intended to survive termination.

18. Complaints handling and resolution

- 18.1 Within two Working Days of a request by the Authority, the Contractor shall provide full details of a Complaint to the Authority, including details of steps taken, or to be taken, for its resolution.
- 18.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework or a Contract, and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Framework or a Contract, the Contractor shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

19. Dispute resolution

- 19.1 If any dispute or difference arises between the parties under the Framework then the parties shall within 20 Working Days of service of a written request from either party meet in a good faith effort to resolve the dispute or difference.
- 19.2 If the dispute or difference is not resolved at such meeting either party may propose to the other by service of written notice that the matter be referred to a non-binding mediation and, if such proposal is accepted, the mediator (if not appointed by agreement between the parties) shall be nominated by the Centre for Dispute Resolution (CEDR).
- 19.3 If the dispute or difference is not resolved by mediation within 60 Working Days of a mediator being appointed or if the parties do not agree to refer the dispute or difference to mediation under this clause or if the one party elects to withdraw from the mediation, then the dispute may be referred by either party to arbitration pursuant to this clause.
- 19.4 Subject to clauses 19.1 and 19.3 any dispute or difference which may arise out of or in connection with the Framework shall be referred to a single arbitrator of not less than ten years standing or qualification to be agreed between the parties or, failing agreement within 30 days of service of a written request by either party to concur in the appointment of an arbitrator, such reference will be to an arbitrator nominated by the President of the Chartered Institute of Arbitrators from time to time upon the application of either party.

General provisions

20. Prevention of bribery

- 20.1 The Contractor shall (and shall procure that the Staff, Subcontractor(s) and Contractor Personnel shall):
- (a) not, in connection with this Framework and any Contract made under it, commit a Prohibited Act;
 - (b) not do, suffer or omit to do anything that would cause the Authority or the Staff, Subcontractor(s) and Contractor Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - (d) notify the Authority (in writing) if it becomes aware of any breach of clause 20.1(a) or clause 20.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Framework and any Contract made under it.

- 20.2 The Contractor shall maintain appropriate and up to date records showing all payments made by the Contractor in connection with this Framework and any Contract made under it and the steps taken to comply with its obligations under clause 20.1.
- 20.3 The Contractor shall allow the Authority and its Auditor to audit any of the Contractor's records and any other relevant documentation in accordance with clause 10.
- 20.4 If the Contractor, the Staff, Subcontractor(s) or Contractor Personnel breaches this clause 20, the Authority may by notice:
- (a) require the Contractor to remove from performance of this Framework and any Contract made under it any Staff, Subcontractor(s) or Contractor Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Framework and any Contract made under it.
- 20.5 Any notice served by the Authority under clause 20.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority have elected to take (including, where relevant, the date on which this Framework and any Contract made under it shall terminate).
- 20.6 Despite clause 19, any dispute relating to:
- (a) the interpretation of this clause 20; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final binding and conclusive.
- 20.7 Any termination under this clause 20 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

21. Subcontracting and assignment

- 21.1 Subject to clause 21.2 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 without the prior written consent of the other party, neither may the Contractor subcontract the whole or any part of its obligations under this Framework except with the express prior written consent of the Authority. For the avoidance of doubt, the Authority shall not consent to any proposed Subcontract if the Subcontractor is on the Debarment List for a mandatory exclusion ground.

- 21.2 The Authority shall be entitled to novate the Framework to any other body which substantially performs any of the functions that previously had been performed by the Authority.

22. Variations to Framework

Any variations to the Framework must be made only in accordance with the Framework Variation Procedure set out in **Schedule 7**.

23. Third party rights

- 23.1 Unless it expressly states otherwise and except as provided in clause **3**, clause **4** and clause **7.1**, this Framework does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 23.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

24. Severance

- 24.1 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 agreement.
- 24.2 If any provision or part-provision of this Framework is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Rights and remedies

Except as expressly provided in this Framework, the rights and remedies provided under this Framework are in addition to, and not exclusive of, any rights or remedies provided by law.

26. Interest

- 26.1 Each party shall pay interest on any sum due under this Framework, calculated as follows:
- (a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- (b) Period: From when the overdue sum became due, until it is paid.

27. Waiver

- 27.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 27.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

28. Entire agreement

- 28.1 This Framework, 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.
- 28.2 Neither party has given, nor entered into this Framework in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework.
- 28.3 Nothing in this clause 28 shall exclude liability for fraud or fraudulent misrepresentation.

29. Notices

- 29.1 A notice given to a party under or in connection with this Framework 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.
- 29.2 This clause 29.2 sets out the delivery methods for sending a notice to a party under this Framework 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, at 9.00am on the second Working Day after posting;
 - (c) if sent by email, at the time of transmission, or if this time falls outside working hours in the place of receipt, when working hours resume provided always that the party giving notice has received both a transmission (delivery) receipt and a read receipt. In this clause 29.2, working hours means 9.00am to 5.00pm Monday to Friday on a Working Day.

29.3 If deemed receipt under clause 29.2 would occur outside working hours in the place of receipt, it shall be deferred until working hours resume.

29.4 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.

29.5 For the purposes of clause 29.1, the address of each Party shall be:

(a) For the Authority:

(i) Lot 1

[NAME OF AUTHORITY'S REPRESENTATIVE]

Address: County Hall, Racecourse Lane, Northallerton, DL7 8AD

For the attention of: [POSITION OF CONTACT]

Email address: PropertyContractsAdministrator@northyorks.gov.uk

(ii) Lots 2 & 3

[NAME OF AUTHORITY'S REPRESENTATIVE]

Address: County Hall, Racecourse Lane, Northallerton, DL7 8AD

For the attention of: [POSITION OF CONTACT]

Email address: [EMAIL ADDRESS]

(b) For the Contractor:

[NAME OF CONTRACTOR'S REPRESENTATIVE]

Address: [ADDRESS]

For the attention of: [POSITION OF CONTACT]

Email address: [EMAIL ADDRESS]

29.6 Either Party may change its address for service by serving a notice in accordance with this clause.

30. Governing law and jurisdiction

30.1 This Framework 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.

- 30.2 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 or its subject matter or formation (including non-contractual disputes or claims).

31. Contractor environmental obligations

- 31.1 The Contractor shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;
- (c) it will only use packaging materials that comply with applicable environmental Law.

- 31.2 The Contractor shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

- (a) assess the environmental impact of all past, current and future operations;
- (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (c) specify measures to reduce the use of all raw materials, energy and supplies;
- (d) require Contractor Personnel to be trained in environmental matters.

- 31.3 The Contractor shall, in performing its obligations under this agreement:

- (a) comply with any environmental related requirements in **Schedule 1 Part 1**;
- (b) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (c) not use any goods or deliverables which comprise wholly or partly of a Prohibited Plastic Item to provide the Works unless the use is either related to management of the Contractor's general operations, or otherwise agreed in writing with the Authority;
- (d) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Works taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Contractor Personnel, emissions from Contractor offices and equipment.

31.4 The Authority may audit the Contractor's compliance with this clause 31 in accordance with clause 10.

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

Signed for and on behalf of
THE NORTH YORKSHIRE COUNCIL
acting by:

Authorised Signatory

Name

Position

Signed for and on behalf of
THE NORTH YORKSHIRE COUNCIL
acting by:

Authorised Signatory

Name

Position

[Signed for and on behalf of
[INSERT NAME OF CONTRACTOR]
acting by two Directors, or
a Director and Company Secretary:

Director

Director/Secretary

[OR

Signed for and on behalf of
**[INSERT NAME OF DIRECTOR/AUTHORISED
SIGNATORY]**
for and on behalf
of **[INSERT NAME OF CONTRACTOR]**

Authorised Signatory]

Schedule 1 Works and Lots

Part 1 Works

[INSERT SPECIFICATIONS FOR ALL WORKS]

Part 2 Contractor's Lots

Appendix 1: [The Contractor Lot(s)]

Appendix 2: [The Contractor's Tender]

Schedule 2 Lots and Award Criteria

The Lots have been awarded as follows:

NAME OF LOT	FRAMEWORK PROVIDERS AND THEIR RANKING	TOTAL SCORE ACHIEVED
Lot 1: Property	Rank 1 - [NAME OF HIGHEST SCORING CONTRACTOR] Rank 2 - [NAME OF NEXT HIGHEST SCORING CONTRACTOR]	[SCORE ACHIEVED BY HIGHEST SCORING CONTRACTOR] [SCORE ACHIEVED BY NEXT HIGHEST SCORING CONTRACTOR]
Lot 2: Housing (North)	Rank 1 - [NAME OF HIGHEST SCORING CONTRACTOR] Rank 2 - [NAME OF NEXT HIGHEST SCORING CONTRACTOR]	[SCORE ACHIEVED BY HIGHEST SCORING CONTRACTOR] [SCORE ACHIEVED BY NEXT HIGHEST SCORING CONTRACTOR]
Lot 3: Housing (South)	Rank 1 - [NAME OF HIGHEST SCORING CONTRACTOR] Rank 2 - [NAME OF NEXT HIGHEST SCORING CONTRACTOR]	[SCORE ACHIEVED BY HIGHEST SCORING CONTRACTOR] [SCORE ACHIEVED BY NEXT HIGHEST SCORING CONTRACTOR]

Mini-Competition Award Criteria

Criterion number	Criterion	Percentage weightings (or rank order of importance where applicable)
1	[As set out in ITT]	To be set by customer conducting mini-competition
2	[As set out in ITT]	To be set by customer conducting mini-competition
3	[As set out in ITT]	To be set by customer conducting mini-competition
4	[As set out in ITT]	To be set by customer conducting mini-competition
5	[As set out in ITT]	To be set by customer conducting mini-competition

Schedule 3 Pricing Matrices

[Insert Pricing Matrices]

Pricing revisions

The prices contained in the Pricing Matrix are fixed for the duration of the Term of this Framework. For the avoidance of doubt, the pricing applicable to any Contract entered into under this Framework shall be subject to the pricing and/or fluctuation provisions set out in that Contract. Nothing in this Framework shall prevent, restrict or otherwise amend the operation of such provisions at Contract level.

Schedule 4 NOT USED

Schedule 5 Forms of Call-off Terms and Conditions

The standard JCT MTC 2024 shall be used for each Call-off, subject to the following Authority Schedules of Amendments:

LOT 1 – [\[Insert link to separate document\]](#)

LOTS 2 & 3 – [\[Insert link to separate document\]](#)

Schedule 6 Contract management – NOT USED

Schedule 7 Framework Variation Procedure

1. Introduction

- 1.1 Schedule 7 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework.
- 1.2 The Authority may propose a variation to the Framework under Schedule 7 only where the variation does not amount to a material change in the Framework or the Works.

2. Procedure for proposing a variation

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Provider to notify the Authority of any proposed changes to the prices set out in its Pricing Matrices within the timescale set out in the Notice of Variation.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has 14 days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within 14 days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or

- (b) propose an amendment to the variation.

4. Changes to the Pricing Matrices

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.
- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework; or
- (b) is in contravention of any Law.

Schedule 8 Data processing – NOT USED