# Appendix 1: Example Framework Agreement

**DATE:**

**PARTIES**:

1. [XXXX] of [XXXX] (Co reg. [XXXX]) (“**Framework Owner**");and
2. [XXXX] of [XXXX] (Co reg. [XXXX]) (“**Framework Supplier**”)

Each a "**Party**" and together the "**Parties**" to this Agreement.

**BACKGROUND**:

1. The Framework Owner is a contracting authority as defined under section 2 of the Procurement Act 2023 (the "**Regulations**").
2. The Framework Owner has set up a framework in accordance with sections 45 to 48 of the Regulations, pursuant to an invitation to tender with ref. [●] (the "**ITT**) in order to allow Calling Off Authorities to procure the supply of [gas][[1]](#footnote-1) and ancillary services from Framework Suppliers (the "**Framework**").
3. The Framework Supplier is the holder of a valid United Kingdom Licence for gas supply under the Gas Act 1986 (as amended) and wishes to offer gas supply through the Framework to the Calling Off Authorities.
4. Zenergi Limited of 5 Benham Road, Benham Campus, University of Southampton Science Park, Chilworth, SO16 7QJ (Company Registration Number 04988178) (the "**Framework Administrator**") has been appointed by the Framework Owner to exclusively manage and operate the Framework on the Framework Owner's behalf under a separate agreement between the Framework Administrator and Framework Owner entered into on or before the date of this Agreement (the "**Framework Management Agreement**").
5. A Calling Off Authority that wishes to participate in the Framework will provide a letter of authority to the Framework Owner and the Framework Administrator pursuant to which the Calling Off Authority will request that the Framework Owner (via the Framework Administrator) runs a competitive process (the "**Mini-Competition**") to procure a gas supply through the Framework for such Calling Off Authority (the "**Letter of Authority**").
6. A Calling Off Authority will also, following the conclusion of a Mini-Competition and the execution of a Call Off Contract enter into a separate agreement with the Framework Owner and the Framework Administrator (the "**Framework Participation Agreement**") under which the Framework Owner (via the Framework Administrator) shall support the Calling Off Authority with the management of such Call Off Contract.
7. [A Mini-Competition may, at the discretion of the Framework Owner, be run for Lot 1 or Lot 2 or for a combination of Lot 1 and Lot 2. ][[2]](#footnote-2)
8. The Framework Supplier will be pre-qualified to submit a proposal in each Mini-Competition. The successful Framework Supplier in each Mini-Competition will enter into a supply contract with the Calling Off Authority for the supply of gas (the "**Call Off Contract**").
9. The purpose of this agreement is to regulate the relationship between the Framework Owner and the Framework Supplier following the successful conclusion of the ITT process.

**NOW IT IS AGREED AS FOLLOWS:**

# DEFINITIONS

## In this Agreement, the following terms shall have the following meanings:

"**Agreement**" means this framework agreement, including its schedules.

**"Applicable Laws"** means all applicable laws, statutes, regulations and codes from time to time in force in England and Wales.

**"Business Day"** has the meaning given to that term in clause 17.5.

"**Call Off Contract**" has the meaning given to that term in Recital (H).

"**Calling Off Authority**" has the meaning given to that term in the ITT.

**"Central Digital Platform"** has the meaning given to that term in the ITT.

**"Confidential Information"** means any information which is made available to the Framework Supplier under this Agreement, including any information pertaining to the Framework Administrator or any other Calling Off Authority.

**"Defaulting Party"** has the meaning given to that term in clause 8.2.

**"EIR"** has the meaning given to that term in clause 10.2.

“**Fee**” means an amount payable by the Framework Supplier to the Framework Administrator under and in accordance with the terms of the TPI Agreement.

**"FOIA"** has the meaning given to that term in clause 10.2.

"**Framework**" has the meaning given to that term in Recital (B).

**"Framework Administrator"** has the meaning given to that term in Recital (D).

**"Framework Management Agreement"** has the meaning given to that term in Recital (D).

**"Framework Participation Agreement"** has the meaning given to that term in Recital (F).

**"Framework Period"** has the meaning given to that term in clause 3.1.

"**Framework Supplier(s)"** has the meaning given to that term in the ITT.

“**ITT**” has the meaning given to that term in Recital (B).

“**ITT Response**” means the Framework Supplier’s documented response to the ITT issued the ITT as appended in Schedule 1.

"**Liability Cap**" means £5,000 (five thousand pounds sterling).

**"Letter of Authority**" has the meaning given to that term in Recital (E).

**"Losses"** has the meaning given to that term in clause 7.2.

"**Lot 1"** means a fixed price contract for the supply of gas and related services.

"**Lot 2"** means a flexible supply contract for the supply of gas and related services

"**Lot"** means each of Lot 1 and Lot 2 and combined the "Lots".

"**Mini-Competition**" has the meaning given to that term in Recital (E).

**"MPR"** means Meter Point Reference number.

**"Party"** means the Framework Owner or the Framework Supplier, together referred to as the "Parties".

**"Personal Data"** has the meaning given to this term in the UK GDPR.

"**Regulations**" has the meaning given to that term in Recital (A).

**"Relevant Requirements"** has the meaning given to that term in clause 13.1.

"**Services**" means the [gas] supply and related services as defined in the ITT Response.

**"Supplemental Terms"** means such terms as shall be notified by the Framework Owner (via the Framework Administrator) to the Framework Supplier pursuant to clause 4.2 of this Agreement.

“**TPI Agreement**” an agreement entered into between the Framework Supplier and the Framework Administrator on or before the date of this Agreement.

**"TPI Fee**" has the meaning given to this term in clause 6.1.

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

# SCOPE OF THE FRAMEWORK

## The Framework Supplier is appointed to the Framework for the provision of Services to the Framework Owner and other Calling Off Authorities.

# TERM OF AGREEMENT

## This Agreement shall commence on [XXX][[3]](#footnote-3) 2025 and shall remain in force for a period of two (2) years, unless terminated earlier in accordance with the terms of this Agreement ("**Framework Period**").

## A Framework Supplier shall only be able to participate in a Mini-Competition for the Lot or Lots that they have been successful in joining.

# MINI-COMPETITIONS AND CALL OFF CONTRACTS

## *Process for running a Mini Competition*

## On the request of a Calling Off Authority and on the Calling Off Authority's behalf, the Framework Owner shall, via the Framework Administrator, conduct a Mini-Competition for the Calling Off Authority.

## Each Mini-Competition shall include the following information to allow a Framework Supplier to provide a response for evaluation in accordance with clause 4.6 below:

### type of contract (Fixed Price (Lot 1) or Flexible (Lot 2)) – Where Lot 2, whether this is a bespoke contract or to be added to a specific basket;

### Calling Off Authority details;

### site(s) - name, address, MPR and consumption information (AQ, interval data as appropriate);

### proposed start date for the Call Off Contract;

### duration of each Call Off Contract (e.g., 12, 24, 36 months);

### the date and time the Mini-Competition pricing is required;

### any Supplemental Terms that need to be included in the Call Off Contract;

### any other additional requirements that the Calling Off Authority or the Framework Owner consider relevant.

## In order to participate to a Mini Competition, the Framework Supplier shall be required to confirm that:

### having made reasonable and diligent enquiry and so far as it is aware, there is no actual or potential conflict of interest in relation to the Mini Competition (or so far as there is such conflict, has fully disclosed the circumstances to the Framework Owner and the Calling Off Authority) and it further confirms that in the event that any circumstances arise in the future that may give rise to a conflict of interest in relation to the Mini-Competition, the Framework Supplier will notify the Framework Owner and the Calling Off Authority without delay;

### no mandatory or discretionary grounds for exclusion exist as of the date of submission of the Framework Supplier's response to the Mini-Competition, as these are set out in paragraph 3.3 of the ITT; and

### the Framework Supplier's details contained on the Central Digital Platform are up to date and that these have not materially changed since the Framework's Supplier's appointment to the Framework.

## The Framework Supplier shall also be required to confirm the Fee that will be payable to the Framework Administrator under the TPI Agreement.

## Notwithstanding any other provision of this Agreement, the Calling Off Authority (through the agency of the Framework Owner and via the Framework Administrator) reserves the right to reject a Framework Supplier's response to the Mini Completion where such Framework Supplier is an excluded supplier or excludable supplier under the Procurement Act 2023.

## *Assessment of responses to the Mini Competitions*

## The Calling Off Authority (through the agency of the Framework Owner and via the Framework Administrator) shall evaluate the prices submitted by the Framework Suppliers on a like-for-like basis by applying the proposed rates to the tendered consumption data.

## *Terms applicable to Call Off Contracts*

## A Framework Supplier who is successful in a Mini Competition shall execute a Call Off Contract with the relevant Calling Off Authority on the terms outlined in clause 4.8 below.

## The Call Off Contract shall be based on the Framework Supplier's form of supply contract (including standard terms and conditions), as such has been provided with the Framework Supplier's ITT Response, but with such amendments as are necessary to reflect the Framework Supplier's ITT Response and any Supplemental Terms issued with the invitation to Mini Competition.

## For the avoidance of doubt, in the event of any conflict between the terms included in the Framework Supplier's form of supply contract (including standard terms and conditions) and the Framework Supplier's ITT Response and the Supplemental Terms, the following order of priority shall apply:

### the Supplemental Terms;

### terms included in the Framework Supplier's ITT Response; and then

### terms included in the Framework Supplier's form of supply contract (including standard terms and conditions).

## A Framework Supplier's participation in a Mini-Competition does not guarantee the award of a Call Off Contract.

# SUPPLIER OBLIGATIONS

## The Framework Supplier shall ensure compliance with all Applicable Laws and relevant license conditions in discharging its obligations under this Agreement.

## *Sharing of information*

### On the Framework Owner's request (such request to be made via the Framework Administrator) provide such necessary information and assistance to the Framework Owner to allow the Framework Owner (via the Framework Administrator) to comply with its reporting obligations. The information to be provided shall include as a minimum:

#### details of all Call Off Contracts entered into under this Framework including details of the Calling Off Authority, the date and duration of the contract and details of the prices agreed;

#### copies of all invoices relating to the Call Off Contracts referred to under clause 5.1(a)(i) above to show billing data for each Calling Off Authority, via EDI, XML or Excel spreadsheet;

#### Monthly Half Hourly data in an Excel compatible file for all Half Hourly and AMR meters for all Call Off Contracts referred to under clause 5.1(a)(i) above;

#### A monthly registration report detailing registration status of all meters relating to Call Off Contracts referred to under clause 5.1(a)(i) above.

### The Framework Supplier acknowledges that the Framework Owner will be required to share such information with the Framework Administrator to enable the Framework Administrator to discharge its obligations under the Framework Management Agreement and the Framework Participation Agreement and the Framework Supplier hereby consents to the Framework Owner sharing such information with the Framework Administrator for the purposes listed in this clause 5.1(b).

# FRAMEWORK FEES

## The parties acknowledge and agree that a Calling Off Authority shall, under the terms of a Call Off Contract pay to a Framework Supplier:

### the charges that are due in connection with the supply of gas under the terms of the Call Off Contract; and

### a fee, in consideration of the provision of Services by the Framework Owner (via the Framework Administrator) to the Calling Off Authority under the Framework Participation Agreement (the "**TPI Fee**").

## The Framework Supplier shall arrange for the TPI Fee under clause 6.1(b) to be paid to the Framework Administrator under and in accordance with the terms of the TPI Agreement and the Framework Administrator shall thereafter retain the TPI Fee.

# LIABILITY AND INSURANCE

## References to liability in this clause 7 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

## Subject to the remainder of this clause 7, the liability of either Party in respect of any losses, costs, damages, expenses, fees, fines, claims, compensation, liabilities, penalties, proceedings and settlements, actions and awards ("**Losses**") shall be limited to the Liability Cap for each incident or series of related incidents.

## Subject to the remainder of this clause 7, neither Party shall in any circumstances be liable to the other for any loss of profit, loss of revenue, loss of business, loss of savings (anticipated or otherwise) or any other form of indirect, special or consequential loss.

## Nothing in this Agreement will limit the Parties' liability for death, personal injury caused by negligence, fraud or fraudulent misrepresentation or any other matter for which liability cannot be legally limited.

## The Framework Supplier shall maintain, at its own cost, the following insurance policies: (i) public liability, (ii) employer's liability, and (iii) professional indemnity insurance of such value as is necessary to cover the Framework Supplier's liabilities under this Agreement and on such terms as are generally available in the market for businesses operating in the same space as the Framework Supplier.

# TERMINATION

## The Framework Owner (via the Framework Administrator) may terminate this Agreement in accordance with the requirements of the Procurement Act 2023, where the Framework Supplier becomes an excludable supplier or an excluded supplier under the Procurement Act 2023.

## Either Party may terminate this Agreement by giving no less than fourteen days' notice to the other Party ("**Defaulting Party**") if the Defaulting Party commits a material breach of this Agreement and where such breach is remediable, the Defaulting Party fails to remedy it within 14 days after notice being given by the other Party.

## Either Party may terminate this Agreement immediately on notice to the Defaulting Party, where the Defaulting Party:

### ceases all or a significant part of its business or indicates that it intends to do so; or

### is unable to pay its debts or becomes subject to an insolvency procedure;

### has a receiver or administrator appointed over any of its assets, becomes subject to a company voluntary arrangement, winding-up petition, moratorium, restructuring plan or scheme of arrangement, or goes into liquidation, including in each case any analogous procedure in any jurisdiction. This clause 8.3(c) shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger and where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement;

### or where the Defaulting Party commits a material breach of this Agreement, and such breach cannot be remedied.

# CONSEQUENCES OF TERMINATION

## Termination of this Agreement (for any reason) is without prejudice to the rights and remedies of either Party in relation to any breach of contract, negligence, or default of the other arising before termination. Clauses 7 and 9 through 17 (inclusive) and any other clause expressed to survive expiry or termination of this Agreement shall survive expiry or termination of this Agreement.

## Within ten (10) Working Days of expiry or termination of this Agreement, the Framework Supplier shall, to the extent not already provided pursuant to clause 5.1(a) of this Agreement, provide to the Framework Owner (via the Framework Administrator) a list of Call Off Contracts that will continue after the expiry or termination of this Agreement together with the end dates for such contracts. Clause 5.1(b) shall apply *mutatis mutandis* to this clause.

## The Framework Supplier's obligation to pay the TPI Fee to the Framework Administrator under the TPI Agreement shall not be affected by the termination or expiry of this Agreement (howsoever this occurs).

# CONFIDENTIALITY & FREEDOM OF INFORMATION

## The Framework Supplier shall not disclose any Confidential Information obtained during the course of this Agreement without the prior written consent of the Framework Owner.

## The Parties acknowledge that the Framework Owner is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Framework Supplier shall assist and cooperate with the Framework Owner (via the Framework Administrator) to enable it to comply with its obligations under FOIA and EIR.

## The Framework Supplier acknowledges that the Framework Owner may be required, under FOIA or EIR, to disclose information without consulting or obtaining consent from the Framework Supplier.

## The Framework Owner (via the Framework Administrator) will take reasonable steps to notify the Framework Supplier of any request for information related to this Agreement, to the extent permissible under FOIA or EIR, and will provide the Framework Supplier an opportunity to make representations regarding the disclosure of such information.

## The Framework Supplier shall inform the Framework Owner (via the Framework Administrator) of any information provided under this Agreement which it considers commercially sensitive or confidential, and the reasons why such information is considered to be exempt from disclosure under FOIA or EIR.

## The Framework Owner (via the Framework Administrator) will take into account any representations made by the Framework Supplier, but the final decision regarding disclosure shall be made by the Framework Owner in accordance with its statutory obligations.

## The Framework Supplier shall bear its own costs of assisting the Framework Owner in complying with FOIA and EIR, including any associated legal costs.

## The Framework Owner shall not be liable for any loss, damage, or costs arising from the disclosure of information under FOIA or EIR.

## The Framework Supplier shall ensure that all information related to this Agreement is retained for a period of seven years following termination or expiry of this Agreement and shall make such information available to the Framework Owner upon request in order to facilitate compliance with FOIA and EIR.

# GOVERNING LAW AND DISPUTE RESOLUTION

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

## Any disputes arising from or related to this Agreement shall be resolved through negotiations in good faith. If negotiations fail, disputes may be referred to arbitration or the courts of England and Wales.

# ENTIRE AGREEMENT

## This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or representations.

# ANTI BRIBERY & CORRUPTION

## The Framework Supplier shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (collectively, "**Relevant Requirements**"). The Framework Supplier shall ensure that its employees, agents, and subcontractors involved in the performance of this Agreement comply with the Relevant Requirements.

## The Framework Supplier shall not, and shall ensure that its employees, agents, and subcontractors shall not, directly or indirectly, offer, give, request, or accept any bribe, gift, hospitality, or other improper inducement in connection with the award, execution, or performance of this Agreement.

## The Framework Supplier shall not engage in any activity, practice, or conduct which would constitute an offence under the Bribery Act 2010 or any other applicable anti-bribery and anti-corruption laws.

## The Framework Supplier shall have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and to prevent any associated person (as defined in that Act) from engaging in any bribery or corruption practices in connection with this Agreement.

## The Framework Supplier shall promptly report to the Framework Owner any request or demand for any undue financial or other advantage of any kind received by the Framework Supplier in connection with the performance of this Agreement.

## The Framework Supplier shall ensure that any subcontractor or other third party it engages in relation to the performance of this Agreement is subject to anti-bribery and anti-corruption obligations no less stringent than those imposed on the Framework Supplier under this clause.

## The Framework Owner reserves the right to audit the Framework Supplier’s compliance with this clause at any time during the term of this Agreement. The Framework Supplier shall maintain adequate records to demonstrate compliance with this clause and shall provide such records to the Framework Owner upon request.

## Any breach of this clause by the Framework Supplier or any subcontractor shall be deemed a material breach of this Agreement, which is not remediable, for the purposes of clause 8.3(d) above.

## The Framework Supplier shall indemnify and keep indemnified the Framework Owner against all losses, liabilities, damages, costs (including legal fees) and expenses incurred by the Framework Owner as a result of any breach of this clause by the Framework Supplier.

# AGENCY ARRANGEMENTS BETWEEN PARTIES

## Nothing in this Agreement is to constitute or be deemed a partnership between the Parties within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000, or any other Applicable Laws concerning partnerships or limited liability partnerships.

## No Party may hold itself out as the agent of the other or have any authority to bind any other Party except to the extent that this Agreement expressly provides otherwise.

# APPOINTMENT OF THE FRAMEWORK ADMINISTRATOR AS AGENT FOR THE FRAMEWORK OWNER

## The Framework Supplier acknowledges and agrees that the Framework Administrator has been appointed by the Framework Owner as the Framework Owner's exclusive agent for the purposes of discharging all of the Framework Owner's duties and obligations under this Agreement and the Framework Administrator has accepted such appointment.

## The Framework Supplier shall correspond directly with the Framework Administrator in respect of all matters pertaining to this Framework Agreement. Unless and until the Framework Owner notifies the Framework Supplier otherwise, the Framework Administrator shall be deemed to have the full authority of the Framework Owner under this Agreement.

# DATA PROTECTION

## Each Party shall act in accordance with 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 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data.

# NOTICES

## Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post (or an equivalent service), or sent by email to the recipient Party at the address or email address set out in this Agreement, or such other address or email address as that Party may specify by notice in writing to the other Party.

## A notice or communication shall be deemed to have been received:

### if delivered by hand, at the time the notice is left at the proper address;

### if sent by pre-paid first-class post, on the second Business Day after posting;

### if sent by email, at the time of transmission, provided that a delivery receipt is obtained and no delivery failure notification is received by the sender, and provided that if deemed receipt occurs after 5:00 pm (in the recipient's local time), the notice shall be deemed to have been received at 9:00 am on the next Business Day.

## The addresses for service of notices shall be:

## XXXXX

## Either Party may change its address or email address for the service of notices by giving at least five (5) Business Days' written notice to the other Party.

## In this Agreement, "**Business Day**" means any day other than a Saturday, Sunday, or public holiday in England, Scotland and Wales.

# SIGNATURES

SIGNED for and on behalf of XXXXX

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

Date:

SIGNED for and on behalf of XXXXX

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

Date:

**Schedule 1: Framework Supplier's ITT Response**

1. DN: Amend as necessary. [↑](#footnote-ref-1)
2. DN: Amend as necessary. [↑](#footnote-ref-2)
3. DN: To insert the start date of the Framework. [↑](#footnote-ref-3)