

Framework Agreement

Terms and Conditions

For the Provision of Legal Representation for the Insurance team

NCCT43264

RECITAL:

THIS AGREEMENT is made the [insert] day of [insert month] 2025

BETWEEN

**Norfolk County Council** (“**Council**”) of County Hall, Martineau Lane, Norwich, NR1 2DH

and

**[Insert name of Supplier at appointment]** (“**Supplier**”) of [Insert address at appointment]

together referred to as “Parties”

IT IS AGREED THAT:

1. These Framework terms and conditions with the following attached documents will together form the Framework Agreement documents:

Framework Terms and Conditions

Schedule 1 – Authorised Officer and Contract Manager Details

Schedule 2 – Service Specification

Schedule 3 – Pricing Matrix

Schedule 4 – Payment

Schedule 5 – Call-Off Terms and Conditions

Schedule 6 – Order Form

Schedule 7 – Issued clarifications

Schedule 8 – Supplier’s framework application

Schedule 9– Copy Contract Award Letter and any other relevant correspondence (including any other relevant correspondence)

1. This Framework Agreement sets out the award and ordering procedure for services which may be required by Contracting Bodies, the main terms and conditions for any Call-Off order which Contracting Bodies may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.
2. This Framework shall commence on **1 May 2026** and shall continue until **30 April 2030** unless terminated in accordance with the provisions of this Framework.
3. The Supplier shall provide the Services in accordance with the provisions of the Framework and to the satisfaction of the Contracting Bodies of the Framework and the Contracting Bodies of the framework shall make to the Supplier the payments provided by the Framework for Services provided in accordance with the Framework.
4. It is the Parties' intention that there will be no obligation for any Contracting Body to award any orders under this Framework Agreement during its Term.

**IN WITNESS** of which this Agreement has been duly executed as a deed on the date set out at the beginning.

**THE COMMON SEAL OF NORFOLK COUNTY COUNCIL**

Was hereunto affixed in the presence of:

………………………………………

Authorised Officer

**EXECUTED AS A DEED by**

**[Insert Name of Supplier]**

**Please sign or seal in accordance with Option 1A, 1B or 1C below as applicable for your organisation. [Supplier to complete as required and delete options not used and this note]**

**Option 1A:**

**EXECUTED AS A DEED by**

**[Insert Contractor’s Registered Name]**

acting by:

…………………………………….

Director/Partner (signature)

…………………………………….

Name of Director/ Partner (print name)

…………………………………….

Director/Partner/Company Secretary\* (signature)

[\*please delete as appropriate]

…………………………………….

Name of Director/Partner/Company Secretary (print name)

**Option 1B:**

**EXECUTED AS A DEED by**

**[Insert Contractor’s Registered Name]**

acting by:

…………………………………….

Director/Partner (signature)

…………………………………….

Name of Director/ Partner (print name)

**For Option 1B, where only one director, partner or other authorised signatory, please ensure a witness signs below and provide their details**

in the presence of -:

Witness Signature: ………………………………………………………..

Witness Name: ……………………………………………………………

Witness Address: ………………………………………………………….

Witness Occupation: …………………………………………………….

**Or Option 1C:**

**THE COMMON SEAL OF**

**[Insert Contractor’s Registered Name]**

was hereunto affixed in the presence of:

………………………………………

Authorised Signatory

…………………………………….

Name of Authorised Signatory (print name)

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**IT IS AGREED as follows:**

 INTERPRETATION

* 1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:

|  |  |
| --- | --- |
| “1999 Act” | means the Local Government Act 1999 |
| “Agreement” | means this agreement between the Authority and the Supplier consisting of: * + - 1. these Conditions;
			2. any attached Schedules,
			3. the Invitation to Tender and any clarifications to it made by the Council prior to acceptance by the Council of the Supplier’s tender; and
			4. the Supplier’s tender and any clarifications to it received by the Council prior to acceptance by the Council of the Suppliers tender.
 |
| “Approval” and “Approved” | means the prior written consent of the Contract Manager |
| “the Authority, the Council” | means Norfolk County Council as contracting authority and any successor authority or authorities  |
| “Authority Property” | means any property, other than real property, issued or made available to the Supplier by the Authority in connection with the Agreement |
| "Award Criteria" | means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires  |
| "Award Procedures" | means the referring and award procedures specified in Clause 7 |
| “Best Value Duty” | means the duty imposed on the Authority by Part 1 of the 1999 Act and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the guidance issued from time to time by the Secretary of State, the Audit Commission and the Chartered Institute of Public Finance and Accountancy pursuant to, or in connection with, Part 1 of the 1999 Act. |
| “Best Value Inspector” | means an officer or employee of the Audit Commission or other Regulatory Body empowered to inspect the Authority’s compliance with Part 1 of the 1999 Act. |
| “Best Value Performance Plans” | means the best value performance plans which are required to be published by the Authority in accordance with section 6 of the 1999 Act. |
| “Best Value Review” | means the review which is required to be conducted by the Authority in accordance with section 5 of the 1999 Act. |
| "Call-Off Contract" | means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Contracting Body and the Supplier comprising * a Purchase Order, and
* Schedule 5 (Call-Off Terms and Conditions), and
* Schedule 6 (Order Form), and
* the Supplier’s submitted further competition (where applicable), and
* any appended documents to the Order Form.
 |
| "Commencement Date" | means 1 May 2026 |
| "Commercially Sensitive Information" | means the information notified to the Authority in writing (prior to the commencement of this Agreement) which has been clearly marked as Commercially Sensitive Information comprised of information: * + - 1. which is provided by the Supplier to the Authority in confidence; and/or
			2. that constitutes a trade secret
 |
| "Complaint" | means any formal complaint raised by any Contracting Body in relation to the performance of the Framework Agreement or any Call-Off Contract in accordance with Clause 37 |
| "Confidential Information" | means:* + - 1. any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including Intellectual Property Rights, together with all information derived from the above, 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 and all personal data and sensitive data within the meaning of the Data Protection Act; and
			2. the Commercially Sensitive Information
 |
|  “Contracting Authority” | means any contracting authority as defined in Clause 2 of the Procurement Act 2023 other than the Authority |
| "Contracting Body or Contracting Bodies" | means the Authority and any other contracting bodies described in the Invitation to Tender |
| “Contract Manager” | means the person for the time being appointed by the Authority as being authorised to administer the Agreement on behalf of the Authority or such person as may be nominated by the Contract Manager to act on its behalf |
| “Data Protection Legislation” | means the General Data Protection Regulation (Regulation (EC) 2016/679 which came into force in the UK on 25 May 2018) (GDPR) and the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018 |
| “Default” | means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other |
| "Environmental Information Regulations" | mean the Environmental Information Regulations 2004 together with any guidance and/or 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 such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation |
| "Framework Agreement" | means this agreement and all Schedules to this agreement |
| "Fraud" | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any Contracting Body |
| "Good Industry Practice" | means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances |
| "Information" | has the meaning given under Section 84 of the Freedom of Information Act 2000 |
| "Intellectual Property Rights" | means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. |
| "ITT" | means the invitation to tender issued by the Authority |
| "Law" | means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body |
| "Material Default" | means any breach of Clause 7 (Award Procedures), Clause 11 (Safeguard Against Fraud), Clause 14 (Statutory Requirements), Clause 15 (Non-Discrimination), Clause 17 (Provision of Management Information), Clause 19 (Records and Audit Access), Clause 21 (Data Protection), Clause 22 (Freedom of Information) and Clause 29 (Transfer and Sub-contracting) |
| "Month" | means a calendar month  |
| “Order” | means an order or request for services which may be placed using Schedule 6 Order Form |
| "Other Contracting Bodies" | means all Contracting Bodies except the Authority |
| "Parent Company" | means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto |
| "Party" or “Parties” | means the Authority and/or the Supplier |
| "Pricing Matrix" | means the pricing schedule submitted as part of the tender  |
| “Quality Standards” | means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body, which a skilled and experienced operator engaged in the same type of industry or business as the Supplier would reasonably and ordinarily be expected to comply as supplemented by the Specification. |
| "Referral" | means an order for Services served by any Contracting Body on the Supplier in accordance with the Referral Procedures. |
| "Regulations" | means the Procurement Act 2023 and the Procurement Regulations 2024 |
| "Regulatory Bodies" | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority |
| "Requests for Information"  | means a request for information or an apparent request under the FOIA or the Environmental Information Regulations |
| "Services" | means the range of services detailed in Schedule 2 |
| "Services Framework Suppliers" | means the Suppliers appointed as Services Framework Suppliers under the Framework Agreement |
| "Services Award Criteria" | means the award criteria to be applied to tenders received for the award of Call-Off Contracts for Services as set out in Schedule 2  |
| "Staff" | means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts |
| “Supplier”  | means the person, firm or company with whom the Council enters into this Contract |
| “Supplier’s Representative”  | means the individual authorised to act on behalf of the Supplier for the purposes of the Agreement |
| "Tender" | means the tender submitted by the Supplier to the Authority  |
| "Term" | means the period commencing on the Commencement Date and ending on 30 October 2030 or on earlier termination of this Framework Agreement  |
| "Working Days" | means any day other than a Saturday, Sunday or public holiday in England and Wales  |
| "Year" | means a calendar year |

* 1. The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:
		1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
		2. words importing the masculine include the feminine and the neuter;
		3. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
		4. 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;
		5. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
		6. headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
		7. references in this Framework Agreement 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 Agreement so numbered;
		8. references in this Framework Agreement 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 Agreement so numbered;
		9. reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
		10. in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

 statement of intent

* 1. In delivering the Services, the Supplier shall operate at all times in accordance with the representations made by the Supplier to the Authority in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner as proposed in the Supplier's response to the ITT upon which this Framework Agreement has entered into.
	2. Clause 2 is an introduction to this Framework Agreement and does not expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions of this Framework Agreement, except and to the extent that those terms and conditions do not address a particular circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted and construed so as to give full effect to Clause 2.

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| **PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE** |

 Term of Framework Agreement

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

 SCOPE OF FRAMEWORK AGREEMENT

* 1. This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to the Contracting Bodies.
	2. The Authority and (subject to the following provisions of this Clause 4.2) other Contracting Bodies may at their absolute discretion and from time to time order Services from the Supplier in accordance with Award Procedures during the Term. The Parties acknowledge and agree that the other Contracting Bodies have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with all Laws (including, but not limited to, the Regulations and any guidance) and the Award Procedure. If there is a conflict between Clause 7 and the Regulations and the guidance, the other Contracting Body shall comply with the Regulations and the guidance.
	3. The Supplier acknowledges that there is no obligation for the Authority and for any other Contracting Body to purchase any Services from the Supplier during the Term.
	4. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority and/or any other Contracting Body in respect of the total quantities or values of the Services to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

 SUPPLIER'S APPOINTMENT

* 1. The Authority appoints the Supplier as a potential Supplier of the Services and the Supplier shall be eligible to be considered for the award of Orders for such Services by the Authority and other Contracting Bodies during the Term.

 NON-EXCLUSIVITY

* 1. The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority and/or other Contracting Bodies for Services from the Supplier and that the Authority and/or other Contracting Bodies are at all times entitled to enter into other contracts and arrangements with other Suppliers for the provision of any or all services which are the same as or similar to the Services.

 AwarD PROCEDURES

Awards under the Framework Agreement

* 1. If the Authority or any other Contracting Body decides to source Services through the Framework Agreement, then it shall award its Services through direct award or further competition.

Direct award

* 1. The Supplier will be selected based on the information supplied in the tender and from the prices submitted in the tender in the price catalogue. Should the Supplier decline to accept the work then the next best placed Supplier will be contacted.

Further competition

* 1. The Council reserves the right for Contracting Bodies to seek further competition for specified projects and / or for equipment priced or not specifically priced within the terms of this framework during the period of the Contract. The following process shall be adopted:
		1. Contracting Bodies shall consult in writing all Suppliers appointed under this Framework Agreement and invite them within a reasonable time limit specified by the Contracting Body to submit a quotation based on the conditions of this Framework Agreement.
		2. Contracting Bodies shall award orders on the basis of responses to invitations to participate in a further competition in accordance with the criteria stated in further competitions.
		3. All Suppliers, invited to participate in the further competition, shall be responsible for their associated costs.

Form of Order

* 1. Subject to Clauses 7.1 to 7.3 above, each Contracting Body may place an Order with the Supplier by serving an order. The Order will be placed by email requesting the Supplier to act. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Clause 7.4 shall not constitute an Order under this Framework Agreement.

Accepting and Declining Orders

* 1. Following receipt of an Order, the Supplier shall:
		1. Notify the Contracting Body that it declines to accept the order; or
		2. Notify the relevant Contracting Body that it accepts the Order.
	2. If the Supplier notifies the Contracting Body that it declines to accept an Order, the Order shall lapse and the relevant Contracting Body may offer the Order to another Framework Supplier.
	3. The Supplier in agreeing to accept such an Order pursuant to Clause 7.4 above shall enter a Call-Off Contract with the relevant Contracting Body for the provision of services referred to in that Order. A Call-Off Contract shall be formed on the Contracting Body's receipt of the Supplier’s order acceptance.
	4. The Call-Off Contract Terms and Conditions shall take the form as detailed in Schedule 5.

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| **PART TWO: SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS** |

 WARRANTIES AND REPRESENTATIONS

* 1. The Supplier warrants and represents to the Authority that:
		1. 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 Agreement;
		2. this Framework Agreement is executed by a duly authorised representative of the Supplier;
		3. in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
		4. as at the Commencement Date, all information, statements and representations contained in the Tender for the Services are true, accurate and not misleading and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
		5. it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework Agreement;
		6. it has not caused or induced any person to enter such agreement referred to in Clause 8.1.5 above;
		7. it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Services under the Framework Agreement;
		8. it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010;
		9. 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 which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the Authority or other Contracting Bodies;
		10. 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 Contract which may be entered into with the Authority or other Contracting Bodies;
		11. 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 Supplier 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 Supplier's assets or revenue; and

 CORRUPT GIFTS AND PAYMENTS OF COMMISSIOn

* 1. The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Authority or any other public body or person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Framework Agreement, any Call-Off Contract or any other contract with the Authority or any other public body or person employed by or on behalf of the Authority or any other public body (including its award to the Supplier, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010.
	2. If the Supplier, its Staff or any person acting on the Supplier's behalf, engages in conduct prohibited by Clause 9.1 commits any offence under the Bribery Act 2010 the Authority may:
		1. terminate the Framework Agreement with immediate effect by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination; or
		2. recover in full from the Supplier and the Supplier shall indemnify the Authority in full from and against any other loss sustained by the Authority in consequence of any breach of this Clause, whether or not the Framework Agreement has been terminated.

 CONFLICTS OF INTEREST

* 1. Acting always in the best interests of the Authority and the other Contracting Bodies the Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Authority and other Contracting Bodies under the provisions of this Framework Agreement or any Call-Off Contract.
	2. Subject to any overriding duty of confidentiality the Supplier shall promptly notify and provide full particulars to the Authority or the relevant other Contracting Body if such conflict referred to in Clause 10.1 above arises or is reasonably foreseeable to arise that cannot be managed in accordance with and by taking the appropriate steps referred to in Clause 10.1 and in accordance with the Supplier’s regulatory and statutory obligations.

 SAFEGUARD AGAINST FRAUD

* 1. The Supplier shall safeguard the Authority’s funding of the Framework Agreement against Fraud generally and, in particular, Fraud on the part of the Supplier or its Staff. The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

 CALL-OFF CONTRACT PERFORMANCE

* 1. The Supplier shall perform all Call-Off Contracts entered into with the Authority or any other Contracting Body in accordance with:
		1. the requirements of this Framework Agreement, the ITT; and
		2. the terms and conditions of the respective Call-Off Contracts.
	2. In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contracts, the terms and conditions of this Framework Agreement shall prevail.

 PRICES FOR SERVICES

* 1. The prices offered by the Supplier for Services shall be based on the prices in Schedule 3 or as the result of further competition.
	2. The prices in Schedule 3 are the maximum that the Supplier may charge pursuant to any Call-Off Contract. For the avoidance of doubt, the provision of this Agreement does not stop the Authority from agreeing Charges that are lower than the framework prices.

 STATUTORY REQUIREMENTS

* 1. The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

 NON-DISCRIMINATION

* 1. The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion or belief, age, disability, sexual orientation or otherwise).
	2. The Supplier shall take all reasonable steps to secure the observance of Clause 15.1 by all servants employees or agents of the Supplier and all Suppliers and sub-contractors employed in the execution of the Framework Agreement.

CONTINUOUS IMPROVEMENT

* 1. The Supplier shall at all times during this Framework Agreement:
		1. to the extent of its obligations in the Framework Agreement make arrangements to secure continuous improvement in the way in which the Services are provided;
		2. use all reasonable endeavours to ensure the Authority and any other Contracting Body receive the benefit of reduced third party costs and charges relevant to the provision of the Services; and
		3. use all reasonable endeavours to implement the efficiencies to be found in Good Industry Practice.
	2. Future Development

The introduction of new methods or systems which materially change the way in which the Council is required to access the Services shall be subject to prior Approval.

|  |
| --- |
| **PART THREE: SUPPLIER'S INFORMATION OBLIGATIONS** |

 NOT USED

 INTELLECTUAL PROPERTY RIGHTS

* 1. All intellectual property rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
	2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
	3. The Supplier hereby grants the Authority:
		1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
			2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Authority in full against all direct costs, expenses, damages and losses, including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

 RECORDS AND AUDIT ACCESS

* 1. The Supplier shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Call-Off Contracts entered into with Contracting Bodies and the amounts paid by each Contracting Body.
	2. The Supplier shall keep the records and accounts referred to in Clause 19.1 above in accordance with good accountancy practice.
	3. The Supplier shall afford the Authority (or relevant Contracting Body) such access to such records and accounts as may be required from time to time.
	4. The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six (6) years after expiry of the Term to the Authority (or relevant Contracting Body).
	5. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 19.

 CONFIDENTIALITY

* 1. Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:
		1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
		2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent**.**
	2. Clause 20 shall not apply to the extent that:
		1. such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 22.5 (Freedom of Information);
		2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
		3. such information was obtained from a third party which to the Party’s reasonable knowledge is without obligation of confidentiality;
		4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or
		5. it is independently developed without access to the other party's Confidential Information.
	3. The Supplier shall not, and shall procure that its Staff and Affiliates do not, use any of the Contracting Body’s Confidential Information received otherwise than for the purposes of this Framework Agreement.
	4. Nothing in this Clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

 DATA PROTECTION

* 1. The Supplier shall (and shall procure that all of its Staff) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all of their obligations under the Data Protection Legislation which arise in connection with this Framework Agreement.
	2. The provisions of this Clause shall apply during the Term and indefinitely after its expiry.

 FREEDOM OF INFORMATION

* 1. The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
	2. The Supplier shall and shall procure that its affiliates and sub-contractors shall:
		1. transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
		2. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority’s request; and
		3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
	3. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
	4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.
	5. The Supplier acknowledges that (notwithstanding the provisions of Clause 21) the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
		1. in certain circumstances without consulting the Supplier; or
		2. following consultation with the Supplier and having taken their views into account;
		3. provided always that where 22.2 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
	6. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion. The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
	7. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Authority to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public. The Client may consult with the Supplier to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion. The Supplier shall assist and cooperate with the Client to enable the Client to publish this Contract.

 PUBLICITY

* 1. Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
	2. The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
	3. The Supplier shall not do anything which may damage the reputation of the Authority or bring the Authority into disrepute.

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| **PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION** |

 Termination

**Termination on Default**

* 1. The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
		1. where the Supplier commits a Material Default and:-
			1. the Supplier has not remedied the Material Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
			2. the Material Default is not, in the reasonable opinion of the Authority, capable of remedy; or
		2. Where any Contracting Body terminates a Call-Off Contract awarded to the Supplier under this Framework Agreement as a consequence of default by the Supplier.
		3. Where the Supplier is in breach of this Agreement, which in the opinion of the Authority cannot be remedied.
		4. Where the supplier has failed to remedy a breach of this Agreement in the time stated by the Authority.

**Termination on Financial Standing**

* 1. The Authority may terminate the Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where (in the reasonable opinion of the Authority), there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which adversely impacts on the Supplier's ability to supply Services under this Framework Agreement.

**Termination on Insolvency and Change of Control**

* 1. The Authority may terminate this Framework Agreement with immediate effect by notice in writing where in respect of the Supplier:-
		1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
		2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
		3. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
		4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
		5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
		6. it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
		7. being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
		8. any event similar to those listed in Clause 24.3.1 to Clause 24.3.7 occurs under the law of any other jurisdiction.
	2. The Supplier shall notify the Authority immediately if the Supplier undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("Change of Control"). The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:-
		1. being notified that a Change of Control has occurred; or
		2. 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 prior to the Change of Control.

 Suspension of SUPPLIER'S Appointment

* 1. Without prejudice to the Authority's rights to terminate the Framework Agreement in Clause 24 above, if a right to terminate this Framework Agreement arises in accordance with Clause 24, the Authority may suspend the Supplier's appointment to supply Services to Contracting Bodies in whole or in part by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this Clause 25, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

 CONSEQUENCES OF TERMINATION AND EXPIRY

* 1. Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 26.
	2. Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
	3. The Supplier shall not charge the Council or any Replacement Supplier for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this Clause 26.
		1. Within thirty (30) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return to the Authority any data and Confidential Information belonging to the Authority in the Supplier's possession, power or control. The Supplier shall use all reasonable endeavours to transfer all data in accordance with industry standard format (or any format reasonably specified by the Council or a Replacement Supplier) relating to the Services including without limitation requests for Services to be undertaken which have not been completed. Also 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 twelve (12) Months to comply with its regulatory or legal obligations and its obligations under the Framework Agreement, or such period as is necessary for such compliance.
	4. The Authority shall be entitled to require access to data or information arising from the provision of the Services from the Supplier until the latest of:
		1. the expiry of a period of twelve (12) Months following termination or expiry of the Framework Agreement; or
		2. the expiry of a period of three (3) Months following the date on which the Supplier ceases to provide Services under any Call-Off Contract.
	5. Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
	6. The provisions of Clauses 8, 9, 10, 11, 17, 19, 20, 26, 27 and 39 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.
	7. Handover
		1. At the end of the Contract Period (howsoever arising) and/or after the Contract Period the Supplier shall co-operate free of charge with the Council and any new Supplier appointed by the Council to continue or take over the performance of any Call-off Contract in order to ensure an effective handover of all work then in progress.
		2. The provisions of this Clause 26.7 shall survive the continuance of the Contract indefinitely after its termination.

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| **PART FIVE: INSURANCE AND LIABILITY** |

 LIABILITY

* 1. Neither Party excludes or limits its liability for:-
		1. death or personal injury caused by its negligence, or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or its Staff.
	2. Subject to Clause 27.1 the Supplier’s total aggregate liability in connection with this Framework Agreement during the Term (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) shall be limited to £3 million. For the avoidance of doubt, the Supplier acknowledges and agrees that this Clause 27 shall not limit the Supplier’s liability under any Call-Off Contract and that the Supplier’s liability in relation to a Call-Off Contract shall be as set out in the Call-Off Contract.
	3. Subject to Clause 27.1, in no event shall the Supplier or the Authority be liable to the other Party for:
		1. any loss of profits;
		2. any loss of anticipated savings
		3. any loss (whether direct or indirect) of goodwill or injury to reputation;
		4. any loss (whether direct or indirect) of business opportunity;
		5. any loss (whether direct or indirect) of or corruption to data;
		6. indirect, consequential or special loss or damage.

in each case arising out of or in connection with this Framework Agreement (including as a result of breach of contract, negligence or any other tort, under statute or otherwise), and regardless of whether the Authority knew or had reason to know of the possibility of the loss, injury or damage in question.

 INSURANCE

* 1. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Framework Agreement including death or personal injury, or loss of or damage to property.
	2. The Supplier shall effect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement:
		1. public liability insurance to a minimum amount of £5,000,000 (five million pounds) each and every claim adequate to cover all risks in the performance (or default in performance) of this Framework Agreement from time to time;
		2. Professional Indemnity insurance to a minimum amount of £5,000,000 each and every claim adequate to cover all risks in the performance (or default in performance) of this Framework Agreement from time to time;
		3. Unless already provided for as part of the Supplier’s Public Liability Insurance, Cyber Liability cover (First and Third Party) to a minimum of £5,000,000 (five million pounds) in respect of any one claim, including as a minimum; loss of data, stolen data, identify theft, loss of monies, loss of reputation and media coverage; no annual or total cap;
		4. All risks or malicious damage insurance of one hundred thousand pounds (£100,000) in respect of each and every claim;
		5. Trustees’, Directors’ and Officers’ indemnity to at least two million pounds (£2,000,000) in respect of any one incident for the duration of this framework agreement and its call-off contracts;
		6. employers' liability insurance cover for an amount of not less than at least to the level required by law in respect of any one incident;
		7. An indemnity to principal clause to be included in each policy, where appropriate.
	3. Any excess or deductibles under such insurance (referred to in Clause 28.1 and Clause 28.2) shall be the sole and exclusive responsibility of the Supplier.
	4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Framework Agreement.
	5. The Supplier shall produce to the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
	6. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Framework Agreement then the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
	7. The Supplier shall maintain the insurances referred to in Clause 28.1 and Clause 28.2 for a minimum of six (6) years following the expiration or earlier termination of the Framework Agreement.

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| **PART SIX: OTHER PROVISIONS** |

 TRANSFER AND SUB-CONTRACTING

* 1. The Framework Agreement is personal to the Supplier and the Supplier shall not assign novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the Authority. Save with the consent of Authority not to be unreasonably withheld the Supplier shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
	2. The Authority shall be entitled on seeking the prior written consent of the Supplier which shall not be unreasonably withheld to:
		1. assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any other Contracting Body; or
		2. novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority;

provided that such assignment, novation or disposals shall not increase the burden of the Supplier's obligations under the Framework Agreement.

 Variations TO THE FRAMEWORK AGREEMENT

* 1. Any variations to the Framework Agreement may only be varied or modified if such variation or modification is in writing and agreed by the Supplier’s Authorised Representative and the Framework Agreement Manager.

 RIGHTS OF THIRD PARTIES

* 1. Save as provided in Clauses 4 and 7 the rights specified in the Framework Agreement for the benefit of Contracting Bodies, a person who is not party to this Framework Agreement ("Third Party") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

 SEVERABILITY

* 1. If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.
	2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

 CUMULATIVE remedies

* 1. Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

 WAIVER

* 1. The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.
	2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 36.
	3. A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

 ENTIRE AGREEMENT

* 1. This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
	2. Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.
	3. Nothing in this Clause 35 shall operate to exclude Fraud or fraudulent misrepresentation.

 NOTICES

* 1. Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
	2. For a notice under this Agreement to be valid, it must be in writing and delivered by email. It will be deemed to have been received when the Party to which the email message is addressed acknowledges by notice in accordance with this Clause 50 having received that email message. A read receipt or an automatic reply does not constitute acknowledgment of an email message for purposes of this Clause 36.
	3. If the sender of a notice in accordance with Clause 36.2 receives a machine-generated message that delivery has failed, or if the sender does not receive an acknowledgement in accordance with Clause 36.2, the sender shall make contact with the other Party to seek an alternative delivery method. The sender shall the send the notice via the agreed alternative delivery method in no more than ten (10) business days later and the original email notice will nevertheless be deemed to have been received. The receiver shall acknowledge receipt of the notice that has been sent via the alternative delivery method in accordance with Clause 36.2.
	4. In the event that an alternative delivery method cannot be determined within one (1) working day, the sender shall send a hard copy via post of that notice with end-to-end tracking and all fees prepaid in no more than ten (10) business days later and the original email notice will nevertheless be deemed to have been received.
	5. For the purposes of this Clause 36, the address of each Party shall be as set out in Schedule 1 (Authorised Officer and Contract Manager Details).
	6. Either Party may change its address for service by serving a notice in accordance with this Clause.

 COMPLAINTS HANDLING AND RESOLUTION

* 1. The Supplier shall notify the Authority of any Complaint made within two (2) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint.
	2. Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
	3. Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to its resolution.

 DISPUTE RESOLUTION

* 1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to those persons identified in Clause 36 above.
	2. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
	3. If the dispute cannot be resolved by the Parties pursuant to Clause 38.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 38.5 unless:
		1. the Authority considers that the dispute is not suitable for resolution by mediation; or
		2. the Supplier does not agree to mediation.
	4. The obligations of the Parties under the Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and its employees, personnel and associates shall comply fully with the requirements of the Framework Agreement at all times.
	5. The procedure for mediation and consequential provisions relating to mediation are as follows:
		1. a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to The Centre for Effective Dispute Resolution (CEDR) to appoint a Mediator;
		2. the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
		3. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
		4. if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
		5. failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties; and
		6. if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

 LAW AND JURISDICTION

* 1. Subject to the provisions of Clause 37 and Clause 38, the Authority and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement is to be governed by and construed according to English Law.

SIGNATURES

* 1. The Supplier in signing the Recital Form has accepted the terms and conditions of this Framework and all attendant schedules.

# Schedule 1 **Authorised** Officer and Contract Manager Details

Authorised Officer of the Council

The person appointed by the Council as being authorised to administer the Contract on behalf of the Council is Steve Rayner, Insurance Manager or such person as may be nominated by the Authorised Officer to act on its behalf. Their contact details are as follows:

|  |  |
| --- | --- |
| Contact details | steve.rayner@norfolk.gov.uk, 01603 224372  |
| Address | County Hall, Martineau lane, Norwich, NR1 2DH |

Contract Manager of the Supplier

The person appointed by the Supplier as being authorised to administer the Contract on behalf of the Supplier is [insert at award] or such person as may be nominated by the Contract Manager to act on its behalf. Their contact details are as follows:

|  |  |
| --- | --- |
| Telephone | [insert at award] |
| E-mail | [insert at award] |
| Address | [insert at award]  |



**Legal Representation for the Insurance team**

# Schedule 2 Service Specification

1. **Interpretation**

In this Schedule 2, unless the context otherwise requires, the following words and expressions shall have the following meanings:

|  |  |
| --- | --- |
| Head of Insurance | means the person in charge of the Insurance Team  |
| Insurance Team | means the staff that manage insurance claims on behalf of Norfolk County Council and its subsidiaries |

1. **Contextual information**
	1. Introduction

This document sets out the commissioning requirements of the Insurance Team in regard to the delivery of a Legal Representation Service for the Insurance Team.

Norfolk County Council is the local authority for Norfolk and provides a wide range of services for people who live, work, do business or visit the County, including Children’s Services, Community Services, highway maintenance, waste disposal, Libraries, Museums, Fire and Rescue, economic development and Trading Standards. In addition, Norfolk County Council operates a number of wholly owned subsidiary companies such as the Norse Group Limited, Repton, Independence Matters and Hethel Innovation Limited. More information can be seen on the Council’s website [www.norfolk.gov.uk](http://www.norfolk.gov.uk).

* 1. Overview of Need

The Insurance Team provides support to all of the authority’s departments, the wholly owned subsidiary companies and the locally managed schools in Norfolk. This support is in respect of insurance placement, claims handling and operational risk management.

* 1. Aim of the Service and Function

One function of the insurance service is to handle all insurance claims against and on behalf of the Norfolk County Council’s internal departments, such as Children’s Services and Community and Environmental Services, and subsidiary companies, including the Norse Group (work is undertaken at a national level), as well as the local managed schools in Norfolk. Its main objectives are to achieve:

* Good and effective claim settlements
* Good and effective financial management
* Good and effective information management
* An effective contribution to risk management
* A close relationship with Norfolk County Council departments and subsidiary companies
* An effective service to those who bring claims against the Council
* Good relationship with external insurers

These aims have been recognised by our external liability insurers Zurich Municipal and our brokers, Aon.

1. **Requirements**
	1. General

This Specification is to be read in conjunction with the contextual information above.

* 1. Background

The Norfolk County Council Insurance Team handles all insurance claims in their entirety to the value of £300k, up to and including the negotiation of costs, under the terms of our policy with our external insurance company.

The types of insurance claim that the Insurance Team deal with include

* motor own damage and third party
* highway property damage and injury
* employer’s liability, including disease claims
* public liability, including abuse, DOL, Human Rights and financial loss
* property

The claims are handled in accordance with the relevant protocols and legislation.

As the wholly owned company Norse Group Limited extends its functions across the country the boundaries for the work have also extended and the team is now handling insurance claims from the south west up to the north east and west. It is likely this programme of further national work will extend.

* 1. The Service
		1. Scope

The service will need to provide a high standard of professional service advice and guidance on all matters relating to insurance claims handled by the team. Typical duties will include but not be limited to:

* Provision of general legal advice;
* Representing the authority in litigation;
* Maintaining a knowledge of issues facing the authority and being prepared to offer legal opinions;
* Supporting the development and knowledge of the Insurance Team.

Regular management information relating to claims settlement and costs will need to be provided.

* + 1. Detailed Service Outcomes

The Suppliers will:

1. Represent Norfolk County Council and subsidiary companies and be accountable and responsible for the litigation process on all claims in which they are instructed by the Authority. Provide full support to the Authority in accordance with the Court Protocols. Instructions are to be acknowledged within 2 working days and formal written advice on liability, quantum and evidence, and defence if appropriate, to be provided within 10 working days. Claims are to be reviewed and further advice provided on receipt of medical evidence and exchange of witness statements and documents.
2. Provide a written response to any request for advice with a 10-day turnaround to include a choice of options and approaches.
3. Provide verbal advice as and when requested within 2 working days, to include medical and other experts.
4. Provide updates on recent case law with opinion on the impact to the Authority.
5. Carry out non-Norfolk based liability investigations.
6. Undertake and produce witness statements at the Authority’s direction.
7. Support and represent at alternative dispute resolution meetings.
8. Provide four (4) training opportunities per annum for members of the Insurance Team not limited to but to cover topic specific changes in legislation, case updates and commentary.
9. Attend up to six (6) case strategy meetings with members of the Insurance Team at Norfolk County Council premises to assist with pre and post litigated claims.
10. Provide risk management advice on practices, policies and procedures.
11. Collate management information, such as the numbers of cases handled, outcomes and costs, and attend quarterly meetings to review the information and services provided.
	* 1. Exclusions

The service will not include:

1. Handling of pre-litigated cases unless specifically instructed.
2. Liability investigations unless specifically instructed.
3. Negotiating agreement of costs unless specifically instructed.
4. Cases where insurers require instruction to their own panel of legal services providers.
	* 1. Implementation

The Suppliers shall be operational by and delivering a service according to the specification and contract on the implementation date.

During the transition phase the Suppliers shall arrange to meet the Insurance Team and supply full contact details. All new instructions received from the start of the contract will be offered to the new Suppliers. All existing instructions will remain with the current Supplier.

* + 1. Interface with commissioners/strategy managers

The Suppliers are required to work closely with members of the Insurance Team, who will retain overall control of the claims. This will include final approval on experts and use of Counsel. No work is to be sub-contracted without the prior approval of the Insurance Team.

Regular contract and service review meetings with the Head of Insurance and other nominated strategy managers as identified.

* + 1. Working with other Suppliers

For cases that exceed the Authority’s delegations but where the Supplier’s services are retained it will be necessary to also work with the Authority’s insurer(s) and their representatives.

* + 1. Knowledge requirements

Suppliers require an in-depth working knowledge of:

1. Court processes
2. Legislation as it applies to the Authority’s activities
3. Local Authority structures and working practices

The Suppliers are required to be aware of and adhere to:

1. The Authority’s approach and policy on claims settlement
2. The Authority’s approach and policy on claims reserving
3. Appropriate and relevant case history
4. The Authority’s authority limits
	* 1. Added value

Suppliers will be expected to add value to the service by maximising opportunities to involve Norfolk County Council, customers and members of the public by offering additional services such as:

1. Networking opportunities with other like-minded customers
2. Risk management advice and recommendations
3. Horizon scanning

The Suppliers will be expected, where they can, to add value by attracting and aligning other resources to offer information, advice and training.

* + 1. Ancillary requirements
1. ICT requirements

The Suppliers shall operate up to date and compatible ICT software in line with running an accessible claims recording system. This will need to provide regular detailed management information relating to the Authority’s needs.

The expectation is that all documents will be produced electronically, but any hand-written documents should be scanned and stored electronically.

1. Admission/referral arrangements

Cases will only be referred to the service by claims handlers from within the Authority’s Insurance Team. This will occur following an internal review of litigated cases by the relevant manager.

* + 1. Regulatory and security
1. Licences, permits and registrations
2. Firms must be registered with the Solicitors Regulation Authority.
3. Firms will need national coverage, in at least 4 of the regional areas, (London, North East, North West, Yorkshire, East Midlands, West Midlands, South East, East of England and South West).
4. Firms must have at least 15 partners.
5. Data protection, information sharing and information assurance, on the register of fee payers with the Information Commissioner’s Office.
6. All information passed to the Suppliers by the Authority will be kept confidential, unless the information is in the public domain, or is required by law to be disclosed to include all reports, advice and recommendations.
7. Any desire to seek publicity for the work undertaken on behalf of the Authority will need to be referred to the Authority ahead of its use.
8. The Suppliers are required to maintain suitable and sufficient measures to ensure the security and safeguarding of the Authority’s information.
9. Risk management

The Suppliers shall have in place appropriate measures for identifying, quantifying and managing risks.

* + 1. Staffing expectations

As a service that will be case accountable there must be a designated single point of contact within the Suppliers’ firm who will allocate the Authority’s cases to a suitable handler. The single point of contact will act as the referral point for the Authority for all aspects of customer service.

Suppliers must have sufficient flexibility and levels of staffing in place to ensure continuity of provision in the event of sickness/absence of some staff.

1. **Account Management**

Suppliers will provide a named account manager who will take responsibility for and progress to conclusion any issues under this Agreement that Framework Users may have. The account manager will need to attend regular service review meetings

The account manager must provide a quarterly report of purchase against the framework agreement.

# Schedule 3 Pricing Matrix

To be inserted at award. Information will be inserted from Form G of the Supplier’s tender.

# Schedule 4 Payment

1. **Price for this contract**
	1. In consideration for the provision of the Services by the Supplier, the Council shall pay the Supplier, exclusive of value added tax, the amounts per order as agreed.
2. **Method of Payment**
	1. The Supplier will be paid on receipt of an invoice which should be submitted only after the receipt of a purchase order.
	2. When a payment is due, the Supplier should invoice the Framework User requesting payment for the relevant amount. You must be in receipt of a valid PO Number before submitting an invoice.
	3. For payment to be made the invoice must clearly show the purchase order number, the work that was carried out, and a breakdown of the total cost being invoiced for. Invoices that do not show these details will be returned to the Supplier and payment will not be made.
3. **Payments by Norfolk County Council**
	1. Invoices should be sent to

 Norfolk County Council

Financial Exchequer Services

 Insurance Team

 County Hall

 Martineau Lane

 Norwich NR1 2UG

* 1. Payments will be made within 30 days from receipt of the invoice.
	2. Payment will normally be made by Banker’s Automated Credit System (BACS). A remittance advice note will be sent to the Agent detailing payments made.
	3. The Supplier shall comply with requests from the Council for invoices to be submitted electronically.
1. **Payments by Other Contracting Bodies**
	1. Invoices should be sent to the address on the Purchase Order issued by the Contracting Body.
	2. Payments will be made in accordance with the Contracting Body’s payment policies.



# Schedule 5 Call-Off Terms and Conditions of Contract

**for Legal Representation for the Insurance team**

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Interpretation

* 1. In these call-off terms and conditions:

|  |  |
| --- | --- |
| “Agreement”  | means the contract between (i) the Customer and (ii) the Supplier constituted by the Customer’s issue of a Purchase Order on the basis of the Supplier’s submitted quote; |
| “Charges” | means the charges for the Services as specified in the Supplier’s quote; |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means Norfolk County Council, any successor body or bodies to Norfolk County Council and any other Contracting Body; |
| “Data Controller” | shall have the meaning as defined in the Data Protection Legislation; |
| “Data Processor” | shall have the meaning as defined in the Data Protection Legislation; |
| “Data Protection Legislation” | means the General Data Protection Regulation (Regulation (EC) 2016/679 which came into force in the UK on 25 May 2018) (GDPR) and the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018;  |
| “Data Subject” | shall have the meaning as defined in the Data Protection Legislation; |
| “Direct Award” | means an award of a contract as described in Clause 7 of the Framework Agreement |
| “Expiry Date” | means the date for expiry of the Agreement as set out in 1.5;  |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Further Competition” | means a competitive exercise as described in Clause 7 of the Framework Agreement |
| “Information” | has the meaning given under section 84 of the FOIA;  |
| “Invitation to Participate in a Further Competition” | means the request issued to the Supplier to participate in a Further Competition for Services by the Customer; |
| “Key Personnel”  | means any persons specified as such in the quote or otherwise notified as such by the Customer to the Supplier in writing;  |
| “Order Form” | means Schedule 6 of the Framework Agreement |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;  |
| “Personal Data” | means personal data (as defined in the Data Protection Legislation) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement; |
| “Purchase Order” | means the Customer’s official request to purchase the Services from the Supplier; |
| “Purchase Order Number” or “PO Number” | means the Customer’s unique number relating to the supply of the Services;  |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);  |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement; |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Direct Award, Further Competition or Purchase Order, as applicable; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time; |
| “Supplier” | means the person named as Supplier in the Purchase Order; |
| “Term” | means the period from the start date of the Agreement set out in 1.5 to the Expiry Date. Such period may be extended or terminated in accordance with the terms and conditions of the Agreement;  |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

* 1. In these terms and conditions, unless the context otherwise requires:
		1. references to numbered clauses are references to the relevant clause in these terms and conditions;
		2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
		3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
		4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
		5. the word ‘including’ shall be understood as meaning ‘including without limitation’.
	2. The charges for the Services shall be as set out in the Supplier’s response to the Framework Agreement or Further Competition.
	3. The specification of the Services to be supplied is as set out in the Order Form or Further Competition.
	4. The Term shall commence on the date specified in the Purchase Order and the Expiry Date shall be as described in the Order Form or Further Competition as appropriate.
	5. Services to be performed at particular premises shall be performed at the location specified in the Order Form or Further Competition.
	6. At all times during the Term the Supplier shall be an independent provider and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Agreement.
	7. Save as otherwise expressly provided, the obligations of the Customer under the Agreement are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Customer to the Supplier.
	8. The addresses for notices of the Parties are:

Customer

Norfolk County Council

County Hall

Martineau Lane

Norwich

NR1 2DH

Supplier

As stated in Schedule 6 Order Form.

* 1. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “Relevant Conviction”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Services.
	2. Payment
		1. All invoices must be sent to the respective claims handler who is conducting the claim for approval and payment.
		2. Not used.

Basis of Agreement

* 1. The Purchase Order constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
	2. The Customer’s offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier unless rejected by the Supplier in writing within 7 days of the date of the Purchase Order.

Supply of Services

* 1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
	2. In supplying the Services, the Supplier shall:
		1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
		2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade and shall maintain accreditation with the relevant regulatory body throughout the Term of the Agreement;
		3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
		4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
		5. comply with all applicable laws; and
		6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
	3. The Parties have agreed to the appointment of the Key Personnel. In so far as is reasonable the Supplier shall, and shall procure that any sub-contractor shall, obtain the prior approval of the Customer before removing or replacing any Key Personnel during the Term, and, where possible, at least three months' written notice must be provided by the Supplier of its intention to replace Key Personnel.
	4. For the duration of the Agreement and for a period of twelve (12) months thereafter neither the Customer nor the Supplier shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent. A Party shall not be in breach of this Clause 3.4 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the Staff of the other Party.
	5. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

Term

* 1. The Agreement shall take effect on the date specified in 1.5 and shall expire on the Expiry Date, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Agreement.

Charges, Payment and Recovery of Sums Due

* 1. The Charges for the Services shall be as set out in the Supplier’s response to the Framework Agreement or Further Competition and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services.
	2. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
	3. Not used.
	4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
	5. Following delivery of the Services the Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
	6. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. For Services the Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
	7. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.6 after a reasonable time has passed.
	8. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
	9. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
	10. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
		1. provisions having the same effects as clauses 5.5 to 5.9 of this Agreement; and
		2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.5 to 5.10 of this Agreement.
		3. In this clause 5.10, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
	11. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
	12. Any overpayment by either Party, whether of the contract price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
	13. The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
	14. All payments due shall be made within a reasonable time unless otherwise specified in the Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

Premises and equipment for the supplying of Services

* 1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
	2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
	3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
	4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
	5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
	6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
	7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

Staff and Key Personnel

* 1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
		1. refuse admission to the relevant person(s) to the Customer’s premises;
		2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
		3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

* 1. The Supplier shall:
		1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
		2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
		3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
	2. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
	3. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

Assignment and sub-contracting

* 1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
	2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
	3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.

Intellectual Property Rights

* 1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
	2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
	3. The Supplier hereby grants the Customer:
		1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			+ 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
				2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

Governance and Records

* 1. The Supplier shall:
		1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
		2. submit progress reports to the Customer at the times and in the format specified by the Customer.
	2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

Confidentiality, Transparency and Publicity

* 1. Subject to clause 11.2, each Party shall:
		1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
		2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
	2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
		1. where disclosure is required by applicable law or by a court of competent jurisdiction;
		2. to its auditors or for the purposes of regulatory requirements;
		3. on a confidential basis, to its professional advisers;
		4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
		5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
		6. where the receiving Party is the Customer:
			+ 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
				2. on a confidential basis to any other body to which the Customer transfers or proposes to transfer all or any part of its business;
				3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
				4. in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
	2. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

Freedom of Information

* 1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
		2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
		4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
	2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
	3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

Protection of Personal Data and Security of Data

* 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 under the Data Protection Legislation.
	2. Both Parties will each act as a separate controller of the Customer Personal Data when processing the Customer Personal Data for the purposes of providing the Services.
	3. The Parties each acknowledge and agree that they have allocated responsibility for compliance with the Data Protection Legislation, as set out in the Annex 1 to this Contract "Data Processing Schedule".
	4. Each of the Parties acknowledges and agrees that the Data Processing Schedule is an accurate description of the processing of Customer Personal Data under this Contract.
	5. Each Party shall comply with its obligations under the Data Protection Legislation and shall use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Legislation.
	6. Neither Party shall, by its acts or omissions, cause the other Party to breach its respective obligations under the Data Protection Legislation.
	7. Where the Customer or any Customer group company collects (or receives from a third party) and subsequently provides Customer Personal Data to the Supplier, the Customer shall ensure:
		1. that it is not subject to any prohibition or restriction which would:
			+ 1. prevent or restrict it from disclosing or transferring the Customer Personal Data to the Supplier, as required under this Agreement; or
				2. prevent or restrict the Supplier from processing the Customer Personal Data as envisaged under this Framework Agreement;
		2. compliance with lawfulness, fairness and transparency requirements in Articles 13 and 14 of the GDPR to enable the Supplier to process the Customer Personal Data for the purposes of providing the Services;
		3. that the Customer Personal Data as provided is:
			+ 1. relevant and limited to what is necessary in relation to the purposes set out in the Data Processing Schedule; and
				2. accurate and, where necessary, up to date.
	8. Where the Supplier collects (or receives from a third party) and subsequently provides their Personal Data to the Customer the Supplier shall ensure:
		1. that it is not subject to any prohibition or restriction which would:
			+ 1. prevent or restrict it from disclosing or transferring the Supplier Personal Data to the Customer as required under this Agreement; or
				2. prevent or restrict the Customer from processing the Supplier Personal Data as envisaged under this Framework Agreement;
		2. compliance with lawfulness, fairness and transparency requirements in Articles 13 and 14 of the GDPR to enable the Customer to process the Supplier Personal Data pursuant to this Agreement;
		3. that the Supplier Personal Data as provided is:
			+ 1. adequate, relevant and limited to what is necessary in relation to the purposes set out in the Data Processing Schedule; and
				2. accurate and, where necessary, up to date.
	9. Each Party shall each be separately responsible for compliance with the following obligations in its capacity as controller of the Customer Personal Data or Supplier Personal Data as the case may be:
		1. the security requirements in respect of Customer Personal Data or Supplier Personal data as the case may be in its possession and/or control;
		2. restrictions in Data Protection Legislation on transfers of the Customer Personal Data or Supplier Personal Data as the case may be to Restricted Countries which that Party instigates;
		3. retaining the Customer Personal Data or Supplier Personal Data as the case may be in each Party's possession and/or control only for as long as necessary for its purposes as set out in the Data Processing Schedule; and
		4. data subject rights under the Data Protection Legislation exercised in respect of the Customer Personal Data or Supplier Personal Data as the case may be in its possession and/or control.
	10. The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to the Customer’s Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).
	11. In the event that through any failure by the Supplier to comply with its obligations under the Agreement, Customer’s Personal Data is transmitted or Processed or Controlled in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such failure by the Supplier.
	12. The Supplier shall indemnify the Customer in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer may suffer or incur as a result of or in connection with any loss of data or any breach of this clause 13 occurring in the course of the performance of the Service to the extent that any such loss is attributable to any act or omission of the Supplier or any of their sub-Suppliers.

Liability

* 1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
	2. Subject always to clauses 14.3 and 14.4:
		1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier or £3 million (whichever is the greater); and
		2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
			+ 1. loss of profits;
				2. loss of business;
				3. loss of revenue;
				4. loss of or damage to goodwill;
				5. loss of savings (whether anticipated or otherwise); and/or
				6. any indirect, special or consequential loss or damage.
	3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
		1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
	4. The Supplier’s liability under the indemnity in clause 9.4, 13.12 and 18.3 shall be limited to £10 million.

Force Majeure

* 1. Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

Termination

* 1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 3 months (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
	2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
		1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
		2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
		3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
		4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
		5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
		6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
		7. fails to comply with legal obligations in the fields of environmental, social or labour law.
	3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
	4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
	5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 6.7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
	6. Upon termination or expiry of the Agreement, the Supplier shall:
		1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
		2. return all requested documents, information and data (including Personal Data) to the Customer as soon as reasonably practicable and in such a format requested by the Customer.

Compliance

* 1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
	2. The Supplier shall:
		1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
		2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
	3. The Supplier shall:
		1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
		2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
	4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
	5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of section 182 of the Finance Act 1989.

Prevention of Fraud and Corruption

* 1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
	2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Customer the Customer may:
		1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
		2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

Dispute Resolution

* 1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
	2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
	3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

General

* 1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
	2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
	3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
	4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
	5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
	6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
	7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
	8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

Notices

* 1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, e-mail to the address of the relevant Party set out in Schedule 1 of the framework agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
	2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

Governing Law and Jurisdiction

* 1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 1 – Data Processing Schedule

1. Where Data Processing is involved in the Agreement then this Annex 1 shall have effect.
2. Where there is a data breach the Supplier will:
	1. notify the Customer by phone (if the breach occurs during office hours) by contacting Head of Insurance.
	2. notify the Customer by email immediately (if outside of office hours) as soon as possible on the next working day and speaking to the Head of Insurance.
3. The Supplier shall comply with the below instructions and any further written instructions with respect to processing by the Customer.
4. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| Description | Details |
| Subject matter of the processing | Information about people, including personal information where relevant in order to provide the commissioned service as may be more specifically set out in the specification (if one issued). |
| Duration of the processing | For the term of the service for each individual or the term of the contract or agreement as appropriate plus any additional retention period required by the Customer. |
| Nature and purposes of the processing | Collecting and recording information in order to provide the service, including any accessibility requirements to access the service.Collection and recording of information: storage in secure files either in locked cabinets, or password secured and encrypted computer storage. Disclosure must be between vetted staff only or with Customer employees and may be made using a secure transfer system as determined by the Customer. Data retrieval must be undertaken by authorised personnel only.Data must be retained for seven (7) years from the end of the contract unless otherwise agreed with the Customer. If the Customer so instructs the data should be securely destroyed using good industry practice at the end of this period.Information processed may be used for reporting of use of the service. |
| Type of Personal Data | Name, preferred name, school or college, qualifications, place of employment, NHS number, passport number, gender, , address, date of birth, images, phone number, email address, health information relevant to the service including GP surgery contact information and GP name, medical conditions that may require monitoring or attention or affect the service provided or the way in which the service is provided, primary support reason, bank account and credit information, location data, information about the service provided during the contract term, all other types of personal information including that held in social media accounts and health databases. |
| Categories of Data Subject | Service users, next of kin, staff, volunteers, customers. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | In the event that the contract or agreement is ended, all data must be returned securely to the Data Controller within [insert] months by a method agreed at the time with the commissioner. |

# Schedule 6 Order Form

**FROM**

|  |  |
| --- | --- |
| Customer: |  |
| Invoice Address: |  |
| Contact Name: |  | Phone no: |  |
| Email: |  |
| Purchase Order No:  |  | Order Date: |  |

**TO**

|  |  |
| --- | --- |
| Supplier: |  |
| For the attention of: |  | Phone no: |  |
| Email: |  |
| Address: |  |

|  |
| --- |
| 1. **Services Requirements**
 |
| * 1. Services [and Deliverables] Required:
 |
| * 1. Commencement Date:
 |
| * 1. Price Payable by Customer:
 |
| * 1. Required Completion Date (if applicable):
 |

|  |
| --- |
| 1. **Further Competition Order - Additional Requirements**
 |
| * 1. Any variations to Call-Off Terms and Conditions, including additions

[Mark as not used if using direct award process] |
| * 1. Supplier’s bid

The Supplier’s submitted further competition bid is appended as Annex 1 to this Order Form. |

|  |
| --- |
| 1. **Performance of the Services**
 |
| * 1. Key Personnel of the Supplier to be involved in the Services:
 |
| * 1. Performance and Quality Standards
 |
| * 1. Location(s) at which the Services are to be provided:
 |
| * 1. Contract Monitoring Arrangements
 |
| * 1. DBS requirements of personnel undertaking the work
 |

|  |
| --- |
| 1. **Confidential Information**
 |
| * 1. The following information shall be deemed Commercially Sensitive Information or Confidential Information:
 |
| * 1. Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information:
 |

By signing and returning this Order Form the SUPPLIER agrees to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the further competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Customer on [insert date at award] 20[ ].

For and on behalf of the Supplier:

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

For and on behalf of the Customer:

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**Annex 1**

**Supplier’s bid**

[insert at award if further competition used, else mark as Not Used]

# Schedule 7 Issued Clarifications

# Schedule 8 Supplier’s Framework Application

# Schedule 9 Copy Framework Award Letter and any other relevant correspondence