

THE
NATIONAL
MUSEUM



OPEN FRAMEWORK AGREEMENT

FOR THE PROVISION OF

Appointment of Design Agencies (Open Framework 2025)

For the following Lot (s):

PLEASE NOTE THIS IS A DRAFT CONTRACT- IT DOES NOT REPRESENT THE FINAL VERSION.

Reference: NMRNO.2025.010

Contracted under Procurement Act 2023 and Procurement Contract Regulations 2024

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DRAFT

The Parties

THIS AGREEMENT is made on [insert date] (the “Framework Commencement Date”);

BETWEEN

“The Customer”		“The Supplier”	
Name:	NMRN OPERATIONS	Name:	
Registered Number:	09988314	Registered Number:	
Registered Charity:	1169061	Registered Charity:	
Unique Organisation Identifier	PZYJ-5834-NBRM	Unique Organisation Identifier	
Registered Address:	National Museum of The Royal Navy HM Naval Base PP66 Portsmouth Hampshire PO1 3NH	Registered Address:	

Introduction

1. Background

- 1.1 The Customer and the Supplier wish to enter into a framework agreement which will enable the Customer, from time to time, to enter a Call-Off Contract or a series of Call-Off Contracts, with the Supplier, for some or all the Goods and/or Services as described in Schedule 2.
- 1.2 On [date], the Customer issued an invitation to tender (the “**Invitation to Tender**”) for the provision of [insert requirement].
- 1.3 In response to the Invitation to Tender, the Supplier submitted a tender to the Customer on [insert date dd/mm/yyyy] (set out in Framework Schedule 15 (Tender)) (the “**Tender**”) indicating that it can deliver the Goods and/or Services in accordance with the Customer's requirements. The Supplier made representations to the Customer in the Tender in relation to its competence, professionalism, and ability to provide the Goods and/or Services in an efficient and cost-effective manner.
- 1.4 Based on the Tender, the Customer selected the Supplier to enter into this Framework Agreement (the “**Agreement**”) for Lot(s) [insert which Lots] to provide the Goods and/or Services to the Customer from time to time, on a call off basis.
- 1.5 This Framework Agreement sets out:
 - a. the award and calling-off ordering procedure for purchasing the Goods and/or Services which may be required;
 - b. the template terms and conditions for any Direct Award or Further Competition which the Customer may enter; and
 - c. the obligations of the Supplier during and after the Framework Period.
- 1.6 There will be no obligation on the Customer to place any Direct Award or Further Competition during the Framework Period.

2. Order of Precedence

- 2.1 If a conflict between any elements of this Framework Agreement occurs, the conflict shall be resolved, in accordance with the following order of precedence:
1. these Clauses and Schedule 1 (Definitions);
 2. Schedules 2 to 10 inclusive;
 3. Schedule 11 (Tender).
- 2.2 If there is any conflict between the provisions of this Framework Agreement and provisions of any Direct Award or Further Competition, the provisions of this Framework Agreement shall prevail.

Supplier Appointment

- 3.1 The Customer appoints the Supplier as a potential provider of the Goods and/or Services and the Supplier shall be eligible to be considered for any Direct Award or Further Competition during the Framework Period.

Scope and Duration

4. Scope of the Framework

- 4.1 This Framework Agreement governs the relationship between the Customer and the Supplier in respect of the provision of the Goods and/or Services by the Supplier as stated in Schedule 2.
- 4.2 The Supplier acknowledges and agrees that:
- a. there is no obligation on the Customer to request the Supplier to provide any Goods and/or Services under this Framework Agreement; and
 - b. in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier, nor volume or value guarantee, in relation to the provision of the Goods and/or Services.

5. Duration

- 5.1 It is expected that this Framework Agreement will last a total of eight (8) years.
- 5.2 The mechanism for the Open Framework will work as follows;

Frameworks succeed one another, and each framework expires upon the award of the next.

Open Framework
Timeline

At least once in the first 3 years

At least once in 5 years following award of 2nd Framework

Timeline	Notes
Awarding of Open Framework	November/December 2025
Proposed Re-Opening of Framework in Year 3	Tender re-advertised Summer 2028, with award in Autumn 2028.
Further Re-Openings of Framework Between Years 4-8	Tender Re-Advertised in Summer of that year with the award in the Autumn of the same year.
End of Open Framework	November/December 2033

The NMRN reserves the right adjust the timeline table, with prior notification of suppliers of this change.

How the NMRN will place orders

- 6.1 If the Customer decides to procure any of the Goods and/or Services through this Framework Agreement, then it shall be entitled to do so at any time during the Framework Period.
- 6.2 Such procurement shall be either by Direct Award or Further Competition by following Schedule 7 (Call-Off Procedures).
- 6.3 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedures).

How the NMRN expect the Supplier to perform

7. Framework Agreement Performance

- 7.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:

	the requirements of this Framework Agreement, including Schedule 8 (Framework Management)
	the terms and conditions of the respective Direct Award or Further Competition
	Good Industry Practice
	all applicable Standards; and
	in compliance with all applicable Law

8. Key Performance Indicators

- 8.1 The Supplier shall comply with the Key Performance Indicators and achieve the KPI Targets as set out in Schedule 3.

9. Standards

- 9.1 The Supplier shall comply with any Standards set out in in any Direct Award or Further Competition Call-Off order.
- 9.2 The Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
- 9.3 Where Standards referenced in any Direct Award or Further Competition Call-Off order, conflict with each other, or with best professional or industry practice, then the later Standard or best practice shall be adopted by the Supplier.

10. Continuous Improvement

- 10.1 The Supplier shall comply with its obligations to continually improve the Goods and/or Services and the way it provides the Goods and/or Services as set out in Schedule 9 (Continuous Improvement).

11. Record Keeping

11.1 The Supplier shall keep and maintain, until the later of:

Event:	the date of termination or expiry of this Framework Agreement
Timescale:	Up to seven (7) years after
Records required:	a. any Direct Award or Further Competition orders; b. the Goods and/or Services provided pursuant to the Direct Award or Further Competition; and c. the amounts paid by the Customer under the Direct Award or Further Competition

OR

Event:	the date of termination or expiry of the last Direct Award or Further Competition to expire or terminate
Timescale:	Up to seven (7) years after
Records required:	a. any Direct Award or Further Competition orders; b. the Goods and/or Services provided pursuant to the Direct Award or Further Competition; and c. the amounts paid by the Customer under the Direct Award or Further Competition

12. Compliance

12.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.

12.2 If the Supplier fails to comply with Clause 12, this shall be deemed to be a material Default and the Customer reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

13. Prevention of Fraud & Bribery

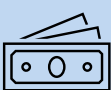
13.1 The Supplier shall:

DO	DON'T
✓ comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements); ✓ have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; ✓ promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement	✗ Do not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK

- 13.2 Any breach of this Clause 13 shall be deemed a material breach and the Customer reserves the right to terminate this Framework Agreement for material Default.
- 13.3 For the purpose of this Clause 13 the meaning of “adequate procedures” and foreign public official” and whether a person is associated with another person” shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 11 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

Management of Suppliers, Subcontractors and Supply Chain Risk

- 14.1 The Supplier shall provide the Customer with details of its Subcontractors or Sub-Suppliers who it engages in response to any Direct Award or Further Competition, as follows:

	the proposed Subcontractor or Sub-Supplier name, registered office, and company registration number
	the scope/description of any Goods and/or Services to be provided by the proposed Subcontractor or Sub-Supplier
	Subcontractor or Sub-Supplier prices expressed as a percentage (%) of the total projected Direct Award or Further Competition price
Question: Is the proposed Subcontractor or Sub-Supplier an Affiliate of the Supplier?	If YES, then Supplier to provide evidence that demonstrates that the Sub-Contract has been agreed on "arm's-length" terms

- 14.2 The Supplier shall ensure that all Sub-Contracts contain a provision requiring the Supplier to pay any undisputed sums which are due, within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- 14.3 Where the Supplier sub-contracts all or any part of the Goods and/or Services to any Subcontractor or Sub-Supplier, the Supplier shall:

DO

- ✓ ensure that such Subcontractor or Sub-Supplier is obliged to comply with all the obligations and duties of the Supplier under the relevant Call-Off Contract regarding the Goods and/or Services, or part of them, which that Subcontractor or Sub-Supplier is required to provide;
- ✓ be responsible for payments to that Subcontractor or Sub-Supplier;
- ✓ remain solely responsible and liable to the Customer for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance, or delay in performance of any of the Goods and/or Services by any Subcontractor or Sub-Supplier, to the same extent as if such breach, performance, non-performance, part-performance, or delay in performance had been carried out by the Supplier;
- ✓ ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such Subcontractor or Sub-Supplier.

How the Framework Agreement will be managed

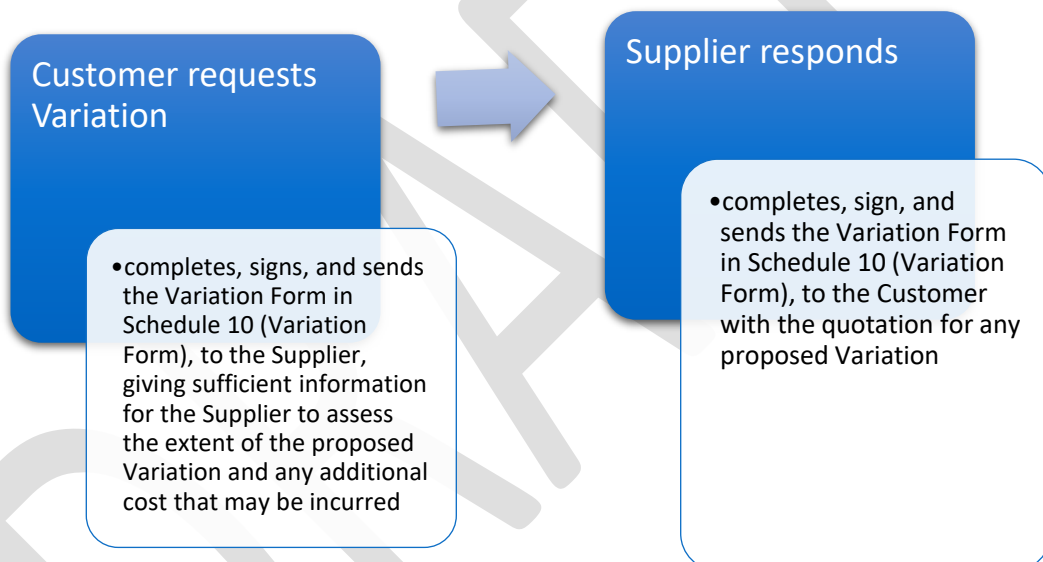
15. Framework Agreement Management

- 15.1 The Parties shall manage this Framework Agreement in accordance with Schedule 8 (Framework Management).

16. Managing Change

16.1 Variation Procedure

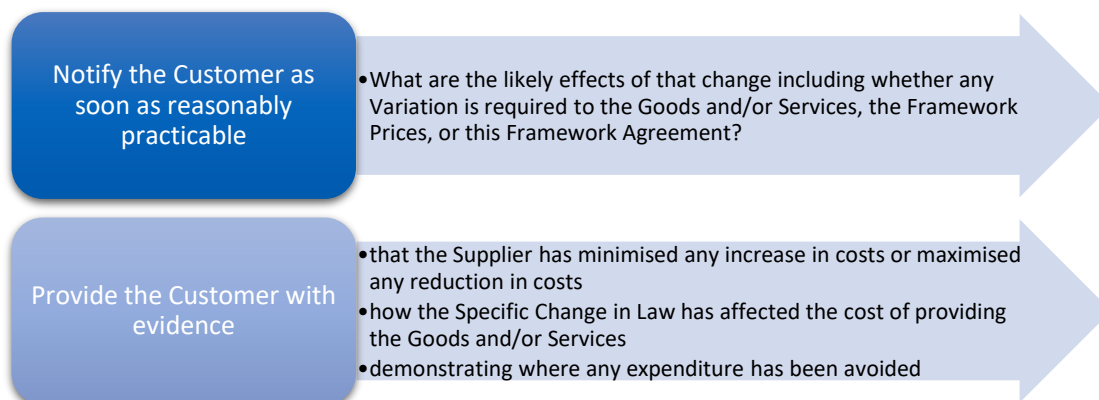
- 16.1.1 Both Parties may request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Procurement Act 2023 and the Law. Such a change once implemented is called a "**Variation**".
- 16.1.2 Specifically, the Customer reserves the right to modify the Framework Agreement, in accordance with s74 and Schedule 8 of the Procurement Act 2023.
- 16.1.3 The process for Variations may be as follows:



- 16.1.4 In the event that:
- the Supplier is unable to agree to or provide the Variation; and/or
 - the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it consequently thereof, the Customer may:
 - agree to continue to perform its obligations under this Framework Agreement without the Variation; or
 - terminate this Framework Agreement with sufficient notice.

16.2 Legislative Change

- 16.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement, nor be entitled to an increase in the Framework Prices because of:
- A General Change in Law; or
 - A Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Framework Commencement Date.
- 16.2.2 If a Specific Change in Law occurs during the Framework Period, the Supplier shall:



16.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law shall be implemented in accordance with Clause 16.1.

17. Relationships of the Parties

17.1 Except as expressly stated, nothing in this Framework Agreement, nor any actions taken by the Parties, shall create a partnership, joint venture or relationship of employer and employee, or principal and agent between the Parties. Nor shall it authorise either Party to make representations, or enter any commitments for, or on behalf of any other Party.

How Information will be protected

18. Intellectual Property Rights (IPR)

18.1 Unless granted under this Framework Agreement, neither Party shall acquire any right, title, or interest in or to the Intellectual Property Rights of the other Party.

18.2 Neither Party shall have any right to use any of the other Party's names, logos, or trademarks on any of its products or services without the other Party's prior written consent.

18.3 The Supplier shall be entitled to use the Customer's logo exclusively in connection with the provision of the Goods and/or Services during the Framework Period and for no other purpose.

19. Confidentiality

19.1 For the purposes of this Clause 19, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

19.2 Except to the extent set out in this Clause 19.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

DO	DON'T
✓ treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, and the nature of the Confidential Information contained in those materials); ✓ immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information	✗ Do not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent; ✗ Do not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement

- 19.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- a. the Recipient is required to disclose the Confidential Information by Law;
 - b. the need for such disclosure arises out of or in connection with:
 - i. any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Framework Agreement;
 - ii. the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis); or
 - iii. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Customer is making use of its resources; or the conduct of a Central Government Body review in respect of this Framework Agreement; or the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

19.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

19.5 The Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

 Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement	 its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement
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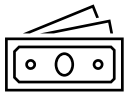
19.6 Where the Supplier discloses the Confidential Information of the Customer, it shall be compliant with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

- 19.7 The Customer may disclose the Confidential Information of the Supplier:
- a. to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies.
 - b. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - c. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
 - d. on a confidential basis to a professional adviser, consultant, supplier, or other person engaged by any of the entities described in Clause 19.2.7.a (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
 - e. on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
 - f. to a proposed Transferee, assignee or novatee of, or successor in title to the Customer.

- 19.8 The Confidential Information that the Customer may disclose under Clause 19.7 shall include:
- a. information relating to Direct Award or Further Competition, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure), even where such a Further Competition Procedure does not result in the award of a Direct Award or Further Competition; and
 - b. the terms of any Direct Award or Further Competition may be shared with any Central Government Body.
- 19.9 Nothing in this Clause 19 shall prevent a Recipient from using any techniques, ideas, or Know-How which the Recipient has gained during the performance of this Framework Agreement, during its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 19.10 If the Supplier fails to comply with Clauses 19.2 to 19.5, the Customer reserves the right to terminate this Framework Agreement for material Default.
- 20. Transparency**
- 20.1 The Parties acknowledge and agree that the content of this Framework Agreement will be shared via Contract Details Notice where applicable. With redacted information where applicable and in accordance with the ITT Annex H section.
- 20.2 The Supplier acknowledges and agrees that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative (including its successors). Such details will be redacted where applicable.
- 21. Publicity and Branding**
- 21.1 Subject to Clause 22 (Marketing), the Supplier shall not:
- a. make any press announcements or publicise this Framework Agreement in any way; or
 - b. use the Customer's name or brand in any promotion or marketing or announcement of Orders, without approval (the decision of the Customer to approve or not shall not be unreasonably withheld or delayed).
- 21.2 Each Party acknowledges that nothing in this Framework Agreement constitutes an approval and/or endorsement of any products or services.
- 21.3 The Customer shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Customer.
- 22. Marketing**
- 22.1 The Supplier shall obtain the Customer's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated.
- 22.2 If the Supplier fails to maintain or update the content, the Customer may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Customer within one (1) Month of receipt of such notice, the Customer shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

NMRN and Supplier Responsibilities

23.1 Neither Party excludes nor limits its liability for:

 death or personal injury caused by its negligence, or that of its employees, agents, or Sub-Suppliers (as applicable)	 bribery or Fraud by it or its employees, or its Subcontractors or Suppliers	 any liability to the extent it cannot be excluded or limited by Law
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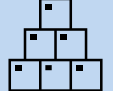
23.2 The Suppliers total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement because of Defaults or Customer Cause (as the case may be) shall in no event exceed:

Year 1 -8 in relation to any Default or Customer Cause (as the case may be) =	one hundred percent (100%) of the Estimated Direct Award or Further Competition value
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23.3 Neither Party shall be liable to the other Party for any:

- indirect, special, or consequential Loss;
- loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

23.4 The Supplier acknowledges that the Customer may recover from the Supplier the following Losses incurred by the Customer should they arise because of a Default by the Supplier:

	any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default
	any wasted expenditure or charges
	the additional cost of procuring Replacement Goods and/or Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Framework Agreement
	any compensation or interest paid to a third party by the Customer
	any fine, penalty or costs incurred by the Customer pursuant to Law

23.5 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.

23.6 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 23 shall not limit the Supplier's liability to the Customer under any Direct Award or Further Competition.

What Insurance is required

24.1 The Supplier shall take out and maintain the insurances as set out in this Clause. and any other insurances as may be required by Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.

- 24.2 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 24.3 The Supplier shall ensure that any public and products liability policy shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer in respect of death or bodily injury or third-party property damage arising out of or in connection with the Goods and/or Services, and for which the Supplier is legally liable.
- 24.4 The Supplier shall maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Direct Award or Further Competition as follows:

Employer's (Compulsory) Liability Insurance =	
<i>Reference</i>	
<i>Expiration Date of Insurance Document as Submitted</i>	
Public Liability Insurance =	
<i>Reference</i>	
<i>Expiration Date of Insurance Document as Submitted</i>	
Professional Indemnity Insurance =	
<i>Reference</i>	
<i>Expiration Date of Insurance Document as Submitted</i>	
Product Liability Insurance =	
<i>Reference</i>	
<i>Expiration Date of Insurance Document as Submitted</i>	

- 24.5 The Supplier shall upon contract award, and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, that the Insurances are in force and effect.
- 24.6 The Supplier shall ensure that its Subcontractors or Suppliers shall maintain insurances in relation to the performance of their obligations under any Sub-Contract.
- 24.7 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Direct Award or Further Competition.
- 24.8 The Supplier will issue to the NMRN updated insurance documents upon renewal each year of the Supplier's admittance to the Open Framework is agreed.

What happens if things go wrong?

25. Force Majeure

- 25.1 For purposes of this Framework Agreement, the term "**force majeure**" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.
- 25.2 In the event a force majeure condition exists, or the potential exists for such condition, the Supplier shall inform the Customer of the problem at the earliest practical time and present a plan for return to normal service.

25.3 The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties.

25.4 Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party involved.

26. Remedies for Supplier Failure

26.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, if the Supplier fails to achieve performance or required quality (measured by KPIs) for respective appointed Lot(s)

the Supplier acknowledges and agrees that the Customer shall have the right to exercise all or any of the following remedial actions:

26.2 The Customer shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide an Improvement Plan within ten (10) Working Days of a written request.

26.3 The Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.

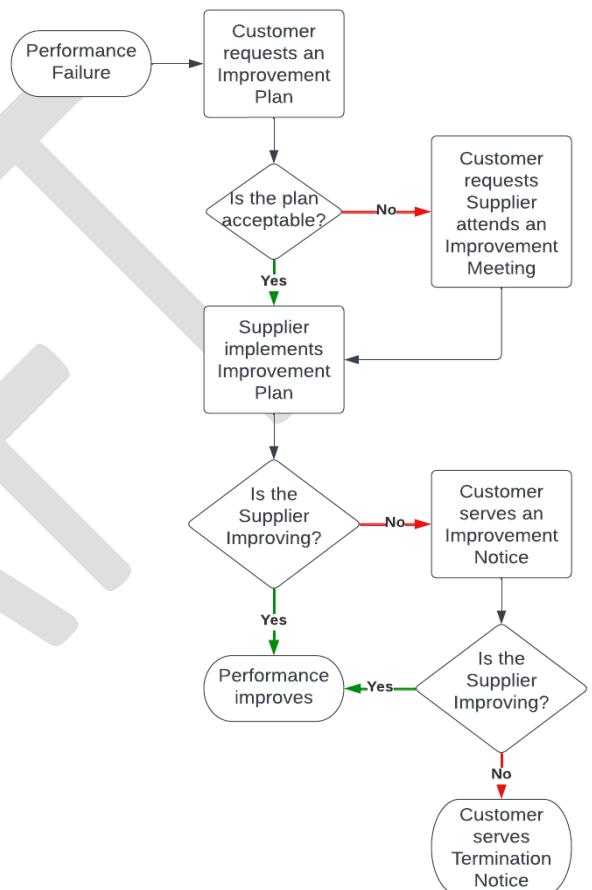
26.4 The Customer may ask the Supplier to attend an Improvement Meeting to resolve the issues raised by the Customer in its notice to the Supplier.

26.5 The Customer is entitled to serve an Improvement Notice on the Supplier if the performance does not improve. The Supplier shall implement any reasonable requirements for improvement as set out in the Improvement Notice.

26.6 If the Customer has invoked one or more of the remedies set out above and the Supplier either:

26.6.1 fails to implement such requirements for improvement as set out in the Improvement Notice; and/or

26.6.2 fails to implement an Improvement Plan Approved by the Customer; then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Customer shall be entitled to terminate this Framework Agreement for material Default.



27. Dispute Resolution

Step 1 – Working Level Negotiation

The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

The Customer and the Supplier shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract.

Step 2 – Senior Management Negotiation

If the Dispute is not settled through discussion between the Parties within a period of ten (10) Business Days from the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the Parties for resolution.

Step 3 – Alternative Dispute Resolution

If negotiations under Step 2 do not resolve the matter within thirty (30) Business Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“**ADR**”) procedure.

Step 4 - Arbitration

If the ADR procedure does not resolve the matter within sixty (60) Business Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

The seat of the arbitration shall be London and the governing law shall be the laws of England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties.

If the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

27.1 Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

27.2 The decision and outcome of the final method of dispute resolution under this Clause 27 of the Agreement shall be final and binding on both Parties.

28. Notices

28.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

28.2 The following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service

Manner of Delivery	Deemed time of delivery	Proof of service of notice
E-mail	09:00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service if delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

28.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other

prepaid in the manner set out in the table in Clause 28.2 within twenty-four (24) hours of transmission of the email:

- a. any Termination Notice under Clause 29 (Termination), including in respect of partial termination;
- b. any notice in respect of:
 - i. Suspension of Supplier’s Appointment;
 - ii. Default or Customer Cause; and
- c. any Dispute Notice.

28.4 The deemed time of delivery of such notices shall be:

By Personal Delivery:	Date and time of physical delivery
By or Royal Mail Signed For™ 1st Class delivery:	Date and time of signature of receipt
By e-mail:	Date and time of response or acknowledgement by the receiving Party to the email attaching the notice

28.5 This Clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28.6 For the purposes of this Clause 28, the address of each Party shall be:

“The Customer”		“The Supplier”	
Name:	NMRN OPERATIONS	Name:	
Registered Number:	09988314	Registered Number:	
Unique Organisation Identifier	PZYJ-5834-NBRM	Unique Organisation Identifier	
Registered Address:	National Museum of The Royal Navy HM Naval Base PP66 Portsmouth Hampshire PO1 3NH	Registered Address:	
For the Attention of		For the Attention of	

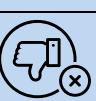
28.7 Either Party may change its address for service by serving a notice in accordance with this Clause 28.

29. Termination

29.1 Either Party shall have the right to terminate this Agreement giving not less than thirty (30) calendar days written notice to the other Party, at any time prior to the expiry of the Framework Period specified in Clause 5 of the Agreement.

29.2 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

	The Supplier becomes excludable or excluded under the Procurement Act 2023, either through its own actions or those of its Associated Persons or Connected Persons. In such cases the Customer reserves the right to terminate the Contract in accordance with s48 of the Procurement Act 2023;
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	any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within ninety (90) Business Days of the due date for payment;
	the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within sixty (60) Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
	an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
	the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
	the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
	something occurs under the law of any jurisdiction, in relation to the other Party;
	the other Party ceases, or threatens to cease, to carry on business;
	control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 12, “ control ” and “ connected persons ” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010;
	the Supplier refuses or fails to comply with its obligations as set out in Schedule 11;
	in the event of two or more failures by the Supplier to meet the KPI Targets whether the failures relate to the same or different KPI targets, in any rolling period of three (3) Months.

29.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

30. Suspension of Supplier's Appointment

30.1 If the Customer is entitled to terminate this Framework Agreement as described in Clause 29 (Termination), the Customer may elect to suspend the Supplier's ability to accept Orders under this Framework Agreement, by giving notice in writing. If this occurs, the Supplier agrees that it shall not be entitled to enter into any new and/or Direct Award or Further Competition during the period specified in the Customer's notice.

30.2 If the Customer provides notice, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice.

30.3 Any suspension under Clause 30.1 shall be without prejudice to any right of termination.

30.4 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Direct Award or Further Competition placed prior to any suspension notice.

30.5 For the avoidance of doubt, no period of suspension under this Clause 30 shall result in an extension of the Framework Period.

31. Consequences of Expiry or Termination

- 31.1 Irrespective of any notice to terminate, the Supplier shall continue to fulfil its obligations until the date of expiry or termination. This will require the NMRN to publish a Contract Termination Notice on the Central Digital Platform.
- 31.2 The NMRN are obliged to issue a Contract Termination Notice if we terminate this contract.
- 31.3 All Direct Award or Further Competition awards shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Direct Award or Further Competition.
- 31.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Customer all the Customer's Confidential Information in the Supplier's possession, and any other information and owned by the Customer.
- 31.5 The Supplier may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as approved by the Customer and is reasonably necessary for compliance).
- 31.6 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.
- 31.7 Termination or expiry of this Framework Agreement shall not affect the provisions of:

General Administration

32. Entire Agreement

- 32.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except in writing, signed by the duly authorised representatives of the Parties.
- 32.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

33. Assignment and Novation

- 33.1 The Agreement shall be personal to the Parties.
- 33.2 Neither Party may assign or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 33.3 The Supplier shall not assign or sub-contract all, or any part of the Goods and/or Services without the prior written consent of the Customer (which may be refused or granted subject to such conditions as the Customer sees fit).

34. Governing Law and Jurisdiction

- 34.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

- 34.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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Signatures

IN WITNESS of which this Framework Agreement has been duly executed by the Parties.

Signed for and on behalf of the SUPPLIER

Signature:

Name:

Position:

Date

Signed for and on behalf of the CUSTOMER

Signature:

Name:

Position:

Date

SCHEDULE 1 – DEFINITIONS

The following expressions shall have the following meanings in this Framework Agreement:

“Affiliates”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Approval”	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
“Audit Report”	means a report summarising the testing completed and the actions arising following an audit;
“Call Off Agreement”	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and/or Services made between the Customer and the Supplier pursuant to Schedule 7 (Call Off Procedures);
“Call Off Procedure”	means the process for awarding a Call Off Agreement pursuant to Clause 8 (How the NMRN will place Orders) and Schedule 7 (Call Off Procedures);
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
“Change in Law”	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
“Change of Control”	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Charges”	means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
“Charging Structure”	means the structure to be used in the establishment of the charging model, which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 4 (Pricing and Invoicing);
“Confidential Information”	means the Customer’s Confidential Information and/or the Supplier’s Confidential Information, as the context requires;
“Contract Year”	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
“Control”	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
“Default”	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Customer;
“Direct Award Criteria”	means the award criteria to be applied for the direct award of Call Off Agreements for Goods and/or Services set out in Schedule 7 (Call Off Procedures);
“Disclosing Party”	means a Party which discloses or makes available directly or indirectly its Confidential Information to the Recipient;
“Dispute”	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the procedure for variations in Clause 16 (Managing Change) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	means the dispute resolution procedure set out in Clause 27 (Dispute Resolution);
“Due Diligence Information”	means any information supplied to the Supplier by or on behalf of the Customer prior to the Framework Commencement Date;
“Framework”	means the framework arrangements established by the Customer for the provision of the Goods and/or Services to the Customer by suppliers (including the Supplier) pursuant to the Tender Notice;
“Framework Agreement”	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
“Framework Commencement Date”	means the date identified in the Framework Agreement;
“Framework Period”	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement, as detailed in Clause 5;
“Framework Price(s)”	means the price(s) applicable to the provision of the Goods and/or Services set out in Schedule 4 (Pricing and Invoicing);
“Framework Schedules”	means the schedules to this Framework Agreement;

“Framework Suppliers”	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
“Fraud”	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
“Further Competition Award Criteria”	means the award criteria set out in Schedule 7 (Call-Off Procedures);
“Further Competition Procedure”	means the further competition procedure described in paragraphs 4 and 5 of Schedule 7 (Call-Off Procedures);
“General Change in Law”	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	means standards, practices, methods, and procedures conforming to the Law and the exercise of 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 within the relevant industry or business sector;
“Goods”	means the goods described in Schedule 2 (Goods and/or Services and Acceptance) which the Supplier shall make available to The Customer;
“Goods and/or Services Requirements”	means the requirements of the Customer for the Goods and/or Services from time to time;
“Government”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive, and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions, or agencies from time to time carrying out functions on its behalf;
“Holding Company”	has the meaning given to it in section 1159 of the Companies Act 2006;
“Improvement Plan”	means the plan required by the Customer from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 26 (Remedies for Supplier Failure);
“Improvement Notice”	means the notice issued by the Customer to the Supplier pursuant to Clause 26 (Remedies for Supplier Failure), which will detail how the Supplier shall improve the provision of the Goods and/or Services;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
“Intellectual Property Rights” or “IPR”	means: a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
“Invitation to Tender” or “ITT”	has the meaning given to it in the Recitals to this Framework Agreement;
“IPR Claim”	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Framework Agreement;
“Key Performance Indicators” or “KPIs”	means the performance measurements and targets set out in Schedule 3 (Key Performance Indicators);
“Know-How”	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
“KPI Target”	means the acceptable performance level for a KPI as set out in relation to each KPI;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“Losses”	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest, and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly;
“Lot(s)”	means the number of lots specified in Framework Schedule 2 (Goods and/or Services and Acceptance) and “Lots” shall be construed accordingly;
“Man Day”	means 7.5 Man Hours, whether such hours are worked consecutively and whether they are worked on the same day;
“Month”	means a calendar month and “Monthly” shall be interpreted; accordingly,
“Order”	means an order for the provision of the Goods and/or Services placed by the Customer with the Supplier under a Call Off Agreement;

“Parties”	means the Customer or the Supplier and “Parties” shall mean both;
“Recipient”	mean the Party which receives or obtains directly or indirectly Confidential Information from the Disclosing Party;
“Regulations”	means the Procurement Act 2023 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
“Relevant Person(s)”	means any employee, agent, servant, or representative of the Customer, or of any other public body;
“Relevant Requirements”	means all applicable Law relating to bribery, corruption, and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Replacement Goods and/or Services”	means any goods and/or services which are substantially like any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Framework Agreement;
“Request for Information”	means a request for information relating to this Framework Agreement or the provision of the Goods and/or Services;
“Services”	means any services described in Schedule 2 (Goods and/or Services and Acceptance) which the Supplier shall make available to The Customer;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Customer, and which would not affect a Comparable Supply;
“Standards”	means: a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); c) any Standards detailed by the Customer in a Call Off Agreement following a Further Competition Procedure; d) any relevant Government codes of practice and guidance applicable from time to time.
“Statement of Requirements” or “SoR”	means a statement issued by the Customer detailing its Goods and/or Services Requirements issued in accordance with the Call Off Procedure;
“Sub-Contract”	means any contract or agreement (or proposed contract or agreement) pursuant to which a third party: (a) provides the Goods and/or Services (or any part of them); (b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or (c) is responsible for the management, direction, or control of the provision of the Goods and/or Services (or any part of them);
“Sub-Contractor” or “Sub-Supplier”	means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;
“Supplier”	means the person, firm or company stated in the preamble to this Framework Agreement;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
“Supplier Representative”	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
“Supplier’s Confidential Information”	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether it is marked as “confidential”) or which ought reasonably to be confidential;
“Template Call Off Terms”	means the template terms and conditions in Annex 1 to Schedule 5 (Direct Award Order Form) and Part 1 of Annex 1 to Schedule 6 (Further Competition Order Form);
“Template Order Form”	means the template forms in Schedule 5 (Direct Award Form) and Schedule 6 (Further Competition Form);
“Tender”	means the tender submitted by the Supplier to the Customer, a copy of which is annexed or referred to in Schedule 11 (Tender);
“Tender Notice”	has the meaning given to it in the Recitals to this Framework Agreement;
“Termination Notice”	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
“Variation”	has the meaning given to it in Clause 16 (Managing Change);
“Variation Form”	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Schedule 10 (Variation Form);
“Variation Procedure”	means the procedure for carrying out a Variation as set out in Clause 16.1 (Variation Procedure);
“Value Added Tax” or “VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Days”	means any day other than a Saturday, Sunday or public holiday in England and Wales.

SCHEDULE 2 – GOODS AND/OR SERVICES

1. Introduction

- 1.1 The purpose of Schedule 2 (Goods and/or Services) is to lay down the characteristics of the Goods and/or Services that the Supplier will be required to make available to the Customer under this Framework Agreement (including, if applicable, in each Lot) together with any specific Standards applicable to the Goods and/or Services.
- 1.2 The Goods and/or Services and any Standards set out in paragraph 2 below may be refined (to the extent permitted and set out in Schedule 7 (Call-Off Procedures)) by the Customer during a Further Competition Procedure to reflect its Goods and/or Services Requirements for entering a particular Call Off Agreement.

2. General Specification

Lot 1-15 – [describe process, ie Direct Award or Mini Comp]

2.1 XXXXXXXXXXXXXXXXXXXX

2.2 XXXXXXXXXXXXXXXXXXXX

3. Conditions regarding the supply of Goods and/or Services- Call Off Contract

3.1 The Supplier:

- 3.1.1 shall provide the Goods and/or Services specified in a Call-Off Contract to the Customer in accordance with this Agreement and the terms of the relevant Call-Off Contract;
- 3.1.2 acknowledges that it has sufficient information about the Customer and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Goods and/or Services in accordance with the relevant Call-Off Contract; and
- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the relevant Call-Off Contract due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification.

3.2 The Supplier shall provide the Goods and Services under each Call-Off Contract:

- 3.2.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced Suppliers providing Goods and Services of a similar scope, type and complexity to the Goods and Services and with sufficient resources including project management resources;
- 3.2.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 3.2.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.2.4 so that they are properly managed and monitored and shall immediately inform the Customer if any aspect of the Call-Off Contract is not being or is unable to be performed.

4. Delivery, Acceptance and Rejection Process

4.1 Delivery

4.1.1 The Supplier shall deliver the Goods and/or Services as follows:

- [explain the required process of delivery in stages]

4.2 Acceptance and Rejection

4.2.1 The Customer and Supplier shall work in a strategic and collaborative manner to ensure that all acceptance and rejection criteria are understood for each Call-Off Order, as the Statement of Requirements may vary, as may the ability for the Supplier to deliver.

4.2.2 The principles of the Customers reasons to accept or reject the Goods and/or Services, however, are described below:

The Customer will accept...	The Customer will not accept...
• xxxxxxxx	• xxxxxx

4.2.3 Should there be any deviations from the Statement of Requirements or Call-Off Order specification, the Customer shall discuss what is and is not acceptable to enable the satisfaction of most of the requirement, with the Supplier. Both parties agree that the outcome should be a mutually agreed solution.

4.2.4 Should the Goods and/or Services not conform with the Call-Off Order, Statement of Requirements, or Schedule 2, then the Customer reserves the right to reject the Goods and/or Services at certain stages of the procurement process:

4.2.3.1 in whole or in part, and return them to the Supplier, at the Supplier's expense; and

4.2.3.2 to require the Supplier to replace the rejected Goods and/or Services where possible. If replacement is not possible, the Supplier agrees that the Customer can seek an alternative supply using the Call-Off Order process under this Framework Agreement;

4.2.4 In the event of any rejection, at any stage of the procurement process, the Customer shall provide the Supplier with written notice as to the reasons why the Goods and/or Services are being rejected, within three (3) Working Days of any inspection of the Goods and/or Services.

SCHEDULE 3 – KEY PERFORMANCE INDICATORS

1. GENERAL PROVISIONS

- 1.1 The purpose of this Schedule 3 is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The Customer reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Customer and the Supplier in accordance with Clause 16 (Managing Change).
- 1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement, including Framework Schedule 8 (Framework Management), for all purchases under Lot [X].
- 1.3 The Customer expressly reserves the right to terminate this Framework Agreement for material Default of this Clause 1.2. The KPIs against which the performance of the Supplier in its delivery of Lot [X] purchases are set out below:

LOT [X] KPIs

KPI Number	Performance Measure Title	Performance Attributes	Performance Band A (Superior)	Performance Band B (Good)	Performance Band C (Fair)	Performance Band D (Poor)
KPI-01		•	See KPI-01	See KPI-01	See KPI-01	See KPI-01
KPI-02		1.	See KPI-02	See KPI-02	See KPI-02	See KPI-02
KPI-03		1.	See KPI-03	See KPI-03	See KPI-03	See KPI-03

KPI-01- PERFORMANCE MEASURE PROFILE				
Performance Measure No.:		KPI-01		
Performance Measure Name:				
ALIGNMENT AND ACCOUNTABILITY				
Purpose (Outcome/Output/Process Measured)				
BUSINESS RULES				
1.				
Performance Attributes				
The Contractor provides...	Superior	Good	Fair	Poor
1.				
2.				
3.				
4.				
DATA MANAGEMENT & REPORTING				
Data Source	NMRN Assessment			
Data Owner	NMRN			
Review Period	Aligned with Orders and Supplier Monitoring			

SCHEDULE 4 – PRICES AND INVOICING

1. GENERAL PROVISIONS

- i. The Framework Prices set out in Annex 1 to this Schedule 4 were the indicative prices provided by the Supplier for the purposes of the Invitation to Tender (ITT) response.
- ii. The Supplier acknowledges and agrees that the indicative prices provided in their Tender are the maximum prices chargeable to the Customer, based on their forecasted prices over the Framework Period.
- iii. The Supplier acknowledges and agrees that, when the Customer places a Call-Off order, the Supplier will provide a firm price for the exact supply and delivery requirements of the Goods and/or Services stipulated in that individual Call-Off order.
- iv. All prices quoted by the Supplier are subject to Approval by the Customer at the time of placing any Call-Off order. Should the quoted price be more than the indicative prices provided in this Schedule, then the Customer reserves the right to not place an order with the Supplier.
- v. All other Charges will vary on an annual basis, through the duration of the Framework, based on inflation CPI. The inflation will be applied at the commencement of the Financial Year April.

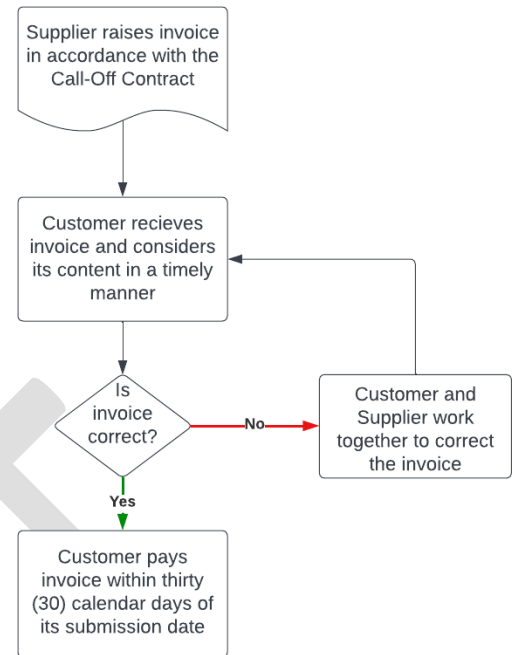
3. PAYMENT AND INVOICING

- i. Unless described differently in a Call-Off Contract or Further Competition, the payment and approvals process are set out in the flowchart below.
- ii. The Supplier shall submit invoices in the following format:

	By email to finance@nmrn.org.uk , in electronic format with the following NMRN Staff CC'd in for their records and raising of invoices accordingly; ○ Paige Turner
	• The NMRN's standard payment terms are that payment will be made within <u>30 days of receipt of an undisputed invoice.</u> • This is in accordance with the PA23 Regs 68(2)
	All invoices MUST be addressed to the following: NMRN Operations Main Road HMNB Portsmouth Hampshire PO1 3NH
	Containing the following information: • Contract Number, • purchase order number, • the Customer account details, • the Supplier's name, address and bank account details to which payment should be made, • a separate calculation of VAT, and • a brief description of the Services provided

No action or payment made by the Customer (including any final payment) shall:

- i. indicate or be taken to indicate the Customer's acceptance or approval of the Goods and/or Services or any part of them, or absolve the Supplier from any obligation or liability on the Supplier under this Agreement or a Call-Off Contract; or
 - ii. prevent the Customer from recovering any amount overpaid or wrongfully paid. The Customer shall be entitled to withhold such amount from any sums due to the Supplier, or the Customer may recover such amount as a debt under this Agreement or a Call-Off Contract.
- ii. Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in UK Pound Sterling (UK £) by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.



Schedule 4- ANNEX 1: PRICING

[Insert the Price Schedules for each Lot in this Annex, based on the Supplier's Tender – will need reformatting into Landscape!]

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Shcedule 4- ANNEX 2: RATES AND CHARGES

TABLE 1: LOT [X]

[Guidance Note: Prior to the commencement of the Framework Agreement, the Customer will populate this table with the relevant information from the Supplier's tendered prices in the Tender]

Description	Rate £/mile	Miles	Total

TABLE 2: LOT [X] DAY AND SUBSISTENCE RATES (For Lots Applicable)

[Guidance Note: Prior to the commencement of the Framework Agreement, the Customer will populate this table with the relevant information from the Supplier's tendered prices in the Tender]

Resource	Hourly Rate	Discount for Day Rate (%)	Day Rate
ENTER NAMES			

Allowance	Units	Rate £/unit	Qty	Cost
Mileage	Miles			
Subsistence	Day			
Hotel	Night			

SCHEDULE 5 – CALL OFF (DIRECT AWARD) ORDER FORM

Call Off (Direct Award)

- If the NMRN decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the PA23 Regulations.
- The NMRN will develop a clear Statement of Requirements and apply the direct award criteria to the Deliverables as set out in Schedule 2, for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most advantageous solution.
- The template forms required for the Direct Award Call-Off for Lot [X] under this Framework Agreement are contained in this Schedule.

Schedule 5- Call Off Order Form	
Supplier Name	
Lot No. and Lot Name	
Name of Buyer and Department of Buyer	
Approval of Budget Holder and Budget Code	
Return of Submission Date	
For Suppliers to Complete	
Description of Order <i>Please present as a summary or bullet-point breakdown as applicable.</i>	
Pricing Proposals	
Quoted Price and Delivery/Completion Time <i>If attaching separate document, please note below name of pricing document</i>	
Form of Tender- Approval and Signature	
• I/We hereby Offer and agree to perform the Order, the details of which were set out in the Call-Off (Direct Award) documentation supplied to me/us for the purpose of submitting an Offer, and agree to do so in accordance with the terms of the Call-Off (Direct Award) and the Design & Production Agency Open Framework Contract. • I/We confirm that I/We will deliver the Order at the price stated in my/our Offer. I/We further confirm that the price stated in my/our Offer will not be subject to any increase. • I/We confirm that this Offer will remain valid and open for acceptance without variation for a minimum of 30 days from the date of submission.	
<i>The NMRN's standard payment terms are that payment will be made within 30 days of receipt of an undisputed invoice.</i> <i>This is in accordance with the PA23 Regs 68(2)</i>	
PART A- Supplier Signature for Submission and Form of Tender	

Approval by	Signature	Date (dd/mm/yyyy)
SUPPLIER SIGNATORY NAME	SIGN HERE	DATE
Part B- Internal for NMRN Operations Signature after Award to Supplier		
NMRN Operations Signatory ENTER NAME	SIGN HERE	DATE

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SCHEDULE 6 – FURTHER COMPETITION RESPONSE & ORDER FORM

- For mini-competitions under this Framework Agreement the Contracting Authority shall:
 - a) invite tenders by conducting a mini-competition for its requirements in accordance with the Regulations and Guidance and in particular:
 - I. provide a Specification, and invite the framework suppliers to submit a specific tender offer;
 - II. set a time limit for the receipt of tender offer which takes into account factors such as the complexity of the Specification; and
 - III. keep each supplemental tender confidential until the expiry of the time limit for the receipt by it of the supplemental tenders;
 - b) apply the Award Criteria to any compliant tenders submitted through the mini-competition; and
 - c) notify the successful/unsuccessful Framework Provider about the outcome of the evaluation process
 - d) place an Order with the successful Framework Provider.
- The Supplier agrees that all tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 2 shall remain open for acceptance for 30 days- unless stated otherwise.
- All orders placed will be subject to the terms and conditions of the framework agreement.
- Notwithstanding the fact that the Contracting Authority has followed the procedure set out, the Contracting Authority may cancel, postpone, delay or end the procedure without placing an Order or awarding a Contract. Nothing in this Framework Agreement shall oblige any Contracting Authority to place any Orders.

Step One: NMRN Issues Mini Competition Forms with a provided Specification, deadline for submissions.

Invite is sent to the suppliers on the specific framework lot to submit a tender offer by the deadline.

Step Two: The NMRN Assess submissions for evaluation against the criteria either as per the ITT, or as a specific 'price only' assessment for off the shelf requirements. Prices are to be fixed for 30 days from the submission deadline. Clarifications will be issued if required.

Step Three: The winning bid(s) will be notified, and those unsuccessful will also be notified with a feedback summary, if applicable.
The NMRN will place an Order with the successful Framework Provider.

Mini Competition Order Form

1. The template forms required for the Further Competition Call-Off under **Lot [X]** of this Framework Agreement are included in this Schedule. The brief/outline of the proposal for Further Competition is attached alongside this order form.
2. Bidders must ensure their submissions are received by the deadline specified by the NMRN. An evaluation period will follow prior to the order form being signed off with the successful supplier.
3. The Supplier hereby provides the Customer with the proposed pricing and delivery schedule for the required Goods and/or Services:

Schedule 6- Mini Competition Order Form	
Internal NMRN	
Supplier Name	
Lot No. and Lot Name	
Name of Buyer and Department of Buyer	
Approval of Budget Holder and Budget Code	
Return of Submission Date	
For Suppliers to Complete	
Description of Order for Mini Competition • Please present as a summary, with timelines of return of submissions for mini competition. • Criteria for the Mini Competitions must be in accordance with the framework contract of both Quality Assessment and Commercial Assessment from the original ITT and in response to the Statement of Requirements sent by the NMRN under the Further Competition. • All supplementary attachments to go alongside your bid must be clearly labelled and within your response email.	
Pricing Proposals	
Quoted Price and Delivery/Completion Time <i>If attaching separate document, please note below name of pricing document</i>	
<i>The NMRN's standard payment terms are that payment will be made within 30 days of receipt of an undisputed invoice. This is in accordance with the PA23 Regs 68(2)</i>	
Form of Tender- Approval and Signature	
• I/We the undersigned, hereby Tender and offer to perform the Order, details of which were set out in the Mini Competition documentation supplied to me/us for the purpose of Tendering for the Order Form mentioned above, and agree to do so in accordance with the terms of the Mini Competition and the Design & Production Agency Open Framework Contract. • I/We confirm that I/We will provide the Order at the price provided in my/our Tender. I/We confirm that the price provided in my/our Tender will not be subject to any increase otherwise than as determined in accordance with the Order Form. • I/We confirm that this Tender will remain valid and open for acceptance without variation for at least 90 days from the Closing Date for the receipt of Tenders.	
PART A- Supplier Signature for Submission and Form of Tender	

Approval by	Signature	Date (dd/mm/yyyy)
SUPPLIER SIGNATORY NAME	SIGN HERE	DATE
Part B- Internal for NMRN Operations Signature after Award to Supplier		
NMRN Operations Signatory ENTER NAME	SIGN HERE	DATE
Note for NMRN Staff- • Please ensure to have all new branding either pre-approved or approved before placing the mini-competition. • Budgets prior to ordering must be approved, with confirmation provided when requested to the Governance team if requested. • Completed forms after submission(s) to be sent to Marketing and procurement@nmrn.org.uk		

SCHEDULE 7 – CALL-OFF PROCEDURES

1. AWARD PROCEDURE

- 1.1 If the Customer decides to source the Goods and/or Services through this Framework Agreement, then it will award its Goods and/or Services Requirements in accordance with the procedure in this Schedule 7 (Call Off Procedures) and the requirements of the Procurement Act 2023.

2. DIRECT AWARD PROCEDURE

- 2.1 When the Customer is awarding a Call Off Agreement under this Framework Agreement without holding a further competition (for Lot ☒ requirements) they shall:
- 2.1.1 develop a clear Statement of Requirements and provide the Direct Award Form to the Supplier;
- 2.1.2 apply the Direct Award Criteria to the Framework Suppliers' catalogues as set out in:
- i. Schedule 2 (Goods and/or Services and Acceptance); and
 - ii. Schedule 4 (Pricing and Invoicing),
- for all Suppliers capable of meeting the Statement of Requirements in ranked order; and on the basis set out above, award the Call Off Agreement with the successful Framework Supplier(s) in accordance with the flow-chart below.

3. SUPPLIER'S OBLIGATIONS – DIRECT AWARD

- 3.1 The Supplier shall in writing, by the time and date specified by the Customer following receipt of the Direct Award Form, provide the Customer with:
- 3.2.1 a statement to the effect that it can meet all or some of the Statement of Requirements for the relevant Goods and/or Services; and
- 3.2.2 a statement to the effect that it can meet the previously tendered prices for the relevant Goods and/or Services. If not, then the Supplier shall update the prices in their response.
- 3.2 The Supplier agrees that all Direct Award Form responses shall remain open for acceptance by the Customer for thirty (30) Working Days (or such other period specified in the Direct Award Form).

4. FURTHER COMPETITION PROCEDURE

- 4.1 The Customer, in awarding a Call Off Agreement (for Lots ☒ requirements), shall:
- 4.1.1 develop a Statement of Requirements setting out its requirements for the Goods and/or Services, fully completing Part A of the Further Competition Order Form; and
- 4.1.2 amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Goods and/or Services Requirements in accordance with the requirements of the Procurement Act 2023; and
- 4.1.3 invite tenders by conducting a Further Competition Procedure for its Goods and/or Services Requirements in accordance with the Procurement Act 2023; and
- 4.1.4 where appropriate, apply the Further Competition Award Criteria to the Suppliers' tenders submitted, as the basis of its decision to award a Call Off Agreement for its Goods and/or Services Requirements; and on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with the flow-chart below.

5. SUPPLIER'S OBLIGATIONS – FURTHER COMPETITION

- 5.1 The Supplier shall in writing, by the time and date specified by the Customer following receipt of Part A of the Further Competition Order Form, provide the Customer with a fully completed response to Part B of the Further Competition Order Form, including, as a minimum:
- (a) a covering email response subject line to comprise unique reference number and Supplier name, to clearly identify the Supplier; and
 - (b) a summary, in the email stating that the Supplier is bidding for the Further Competition Statement of Requirements; and
 - (c) a completed Part B of the Further Competition Order Form covering the Goods and/or Services Requirements; and
 - (d) CVs of key personnel where applicable – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels; and
 - (e) confirmation of any discounts applicable to the Goods and/or Services.
- 5.2 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure shall be based on the Charging Structure as set out in Annex 2 of Schedule 4 (Pricing and Invoicing).
- 5.3 The Supplier agrees that:
- (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure shall remain open for acceptance by the Customer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with the Call Off Procedure); and
 - (b) all tenders submitted by the Supplier are made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender in accordance with any agreement or arrangement with any other person.

6. AWARD CRITERIA

- 6.1 This Schedule 7 is designed to assist the Parties seeking to award a Call-Off Agreement based on either Direct Award or through a Further Competition Procedure.
- 6.2 A Call-Off Agreement shall be awarded based on most economically advantageous tender ("MEAT") from the point of view of the Customer and may be undertaken in one of two (2) ways.
- 6.3 The Customer has two (2) options based on price only, or price and quality evaluations, as follows:

Option 1: Price only

Criteria Number	Criteria	Percentage Weighting
1	Price	100%
2	Quality (based on the stated Award Criteria already seen by the Suppliers as part of the ITT)	0%

Option 2: Price and Quality- as Price per Quality Score

Criteria Number	Criteria	Percentage Weighting
1	Price	
2	Quality (based on the stated Award Criteria already seen by the Suppliers as part of the ITT)	100%

Which Option will be used will be stipulated in Part 2 of Schedule 6 (Further Competition Form) when provided to the Supplier.

Commercial Price per Quality Score Points	In this approach a PQP is calculated for each bid by: - determining the bid price; - determining the quality score for each bid, expressed as a whole number rather than as a percentage (though the whole number may still be points out of 100); and - dividing the bid price by the quality score to give an output price per quality point. $\frac{\text{Price}}{\text{Quality score}}$ - For example, if a bid was £15,000 and the tenderer scores 75/100 the Price Per Quality score would be 200. - The lowest ranked Price per Quality Score will be the Most Advantageous Tender based upon this.
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- 6.4 The above criteria and weightings may also therefore be applied to the Goods and/or Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure.

7. CALL-OFF AGREEMENTS

- 7.1 Call-Off Agreement shall come into force whenever both Parties have signed either:

- Part A & Part B of the Schedule 5 Direct Award Form; or
- Part A & Part B of the Schedule 6- Further Competition Form.

- 7.2 The Customer shall follow-up any Direct Award Form or Further Competition Form with a Purchase Order reflecting the details of those forms.

8. NO AWARD

- 8.1 The Customer shall be entitled to decline to make an award for its Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige the Customer to award any Call Off Agreement.

SCHEDULE 8 – FRAMEWORK MANAGEMENT

1. INTRODUCTION

- 1.1 The following definitions shall apply in addition to the definitions contained in the Schedule 1 (Definitions):

“Supplier Framework Manager” has the meaning given to it in paragraph 2.1.1 of this Schedule 8; and

“Supplier Review Meetings” has the meaning given to it in paragraph 2.2.1. of this Schedule 8.

- 1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Customer in developing a strategic and collaborative relationship immediately following contract award and maintaining this relationship throughout the Framework Period.
- 1.3 To achieve this strategic and collaborative relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Customer.
- 1.4 This Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the “**Supplier Framework Manager**”) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Schedule 3 (Key Performance Indicators) for Lot [X].

2.2 Supplier Review Meetings

2.2.1 Performance review meetings will take place with the Customer when requested either in person or via MS Teams throughout the Framework Period, until the Framework Expiry Date (“**Supplier Review Meetings**”).

2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Customer following contract award. The Parties shall be flexible about the timings of these meetings.

2.2.4 The agenda for each Supplier Review Meeting shall be set by the Customer and communicated to the Supplier in advance of that meeting.

2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Customer Representative(s) and the Supplier Framework Manager.

3. KEY PERFORMANCE INDICATORS

- 3.1 The KPIs applicable to this Framework Agreement are set out in Schedule 3 (Key Performance Indicators).
- 3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall always ensure compliance with the standards set by the KPIs.

- 3.3 The Customer shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.
- 3.4 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Schedule 8.
- 3.5 The Customer reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Customer and the Supplier.

4. ESCALATION PROCEDURE

- 4.1 In the event that the Customer and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded, and the matter shall be referred to the Customer Representative and the Supplier Representative to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 4.2 In cases where the Customer Representative and the Supplier Representative fail to reach a solution within a reasonable period, the matter shall be dealt with in accordance with the procedure set out in Clause 27 (Dispute Resolution).

SCHEDULE 9 – VARIATION FORM

BETWEEN: the National Museum of the Royal Navy ("**the Customer**")
and

[insert name of Supplier] ("**the Supplier**")

1. This Framework Agreement is varied as follows:

[Guidance Note: Refer to Clause 16 and insert details of the Variation]

2. This Variation must be agreed and signed by both Parties and shall only be effective from the date it is signed by the Customer.

3. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.

4. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature:

Name:

Position:

Date

Signed for and on behalf of the Supplier

Signature:

Name:

Position:

Date

SCHEDULE 10 – TENDER

1. GENERAL

- 1.1 This Schedule 11 sets out a copy of the Supplier's Tender including the Supplier's responses to the whole award questionnaire in accordance with Annex D of the ITT.
- 1.2 In addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Agreement the Supplier shall provide the Goods and/or Services to the Customer in accordance with the Tender.

[Guidance Note: Include here a copy of the Supplier's Tender, including the Supplier's responses to the whole award questionnaire in accordance with Annex D of the ITT]

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